

LEASE

Between

111 Madison Square, LLC
Landlord

and

PA Cyber
Tenant

3 Year(s)

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EXHIBITS

A - SITE PLAN

B – LANDLORD’S WORK

THIS AGREEMENT OF LEASE made this 17th day of May, 2023, by and between **111 Madison Square, LLC**, its successors or assigns (hereinafter called Landlord"), and **The Pennsylvania Cyber Charter School**, having a mailing address of 652 Midland Ave. Midland, PA. 15059, (hereinafter called "Tenant").

SUMMARY OF LEASE PROVISIONS

Certain lease provisions are presented in this Section (referred to as "Summary") to facilitate convenient reference by the parties hereto, subject to further definition and elaboration in the respective referenced Sections and elsewhere in this Lease, and these provisions are incorporated into the respective Sections.

1. Notice Addresses: (Article 51)

<p>Landlord:</p> <p>c/o Bennett Williams Realty, Inc. 3528 Concord Road York PA 17402 Attn: Lisa Shull Ph: 717-843-5555 BWPM@BennettWilliams.com</p>	<p>Tenant:</p> <p>The Pennsylvania Cyber Charter School 652 Midland Avenue Midland, PA 15059 Attn: Nicole Granito Ph: 724-777-3241 Nicole.granito@pacyber.org</p>
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2. Tenant's Trade Name: PA Cyber (Article 13)

3. Shopping Center name, county, twp, city, state: Madison Square Shopping Center, Beaver County, Rochester, PA

4. Tenant's Building: 300 Brighton Avenue Suite Number(s): 1-B (Article 1)
(Premises to be shown on Exhibit A)

5. Square footage of Tenant's store: Approximately 10,000 sq. ft. (Article 1)

6. Turnover Date: May 18, 2023

7. Lease Commencement Date: **May 18, 2023** (Section 1.2)

8. Initial Lease Term: **3 (Three) years** (Article 6)

9. Minimum Rent: (Article 7)

Time Period	Annual Rent	Monthly Rent	\$/Sq. Ft.
Year 1 – 3	\$80,000	\$6,666.67	\$8.00

Option Period: Intentionally Omitted

(Article 10)

- 10. Percentage Rent: **N/A**
- 11. Initial monthly tax payment: **N/A** (Article 11)
- 12. Initial monthly Shopping Center Operation Costs: **N/A** (Article 5)
- 13. Initial monthly Insurance Premium payment: **N/A** (Article 21)
- 14. Sign Rent: **N/A**
- 15. Security Deposit: **\$6,666.67** (Article 55)
- 16. Use: **Storage**
- 17. Store Opening Date: **n/a** (Article 6)
- 18. Completion of Tenant's Work: **N/A** (Article 6)
- 19. Operating hours: **N/A**
- 20. Minimum Rent and other charges due upon execution.

One (1) Month's Base Rent:	\$6,666.67
One (1) Month's Shopping Center Operating Costs payment:	\$0.00
One (1) Month's Tax Payment:	\$0.00
One (1) Month's Insurance Premium Payment:	\$0.00
Security Deposit:	\$6,666.67
Total:	\$13,333.34

- 20. Brokerage Fee: **N/A**

WITNESSETH:

ARTICLE 1 - Premises

(a) In consideration of the rents and covenants herein set forth on the part of the Tenant to be paid, performed and observed, the Landlord does hereby lease the premises (hereinafter referred to as "Demised Premises"), located at **300 Brighton Avenue Rochester, PA 15074** (hereinafter referred to as the "Shopping Center").

(b) The Shopping Center consists of the land and all improvements as shown on Exhibit A attached hereto.

(c) The purpose of Exhibit A is to show the location of the Demised Premises and the entrances and exits for the Shopping Center. Landlord reserves the right, at any time, to relocate, modify, eliminate or add to the various buildings, stores and other improvements, whether or not shown on Exhibit "A", provided that Landlord shall not materially interfere with access to the Demised Premises.

(d) The Demised Premises consists of unit 1-B, in Shopping Center as shown on Exhibit A containing approximately **10,000** square feet.

(e) The Landlord reserves the right, at Landlord's expense to relocate Tenant within Shopping Center to comparable space.

ARTICLE 2 - Construction and Improvements

(a) Landlord shall deliver the space and Tenant shall accept the space as per Exhibit B.

ARTICLE 3 - Advertising Signs

(a) All signage shall be at Tenant's expense and shall be in accordance with ordinances of any and all governing bodies. Tenant's sign must meet Landlord's Sign Design Criteria and will be subject to Landlord's written approval and local code prior to installation.

(b) No other exterior sign or advertising will be permitted by Tenant, outside of the Demised Premises or the Shopping Center. Landlord's prior written approval will be required for all signage, such approval not to be unreasonably withheld.

ARTICLE 4 - Common Area

(a) All those portions of the Shopping Center not shown as building areas on Exhibit A shall be "Common Areas". Tenant shall have the right to use the Common Areas but Tenant's right to use the Common Area is not exclusive to Tenant but shall be for the common use of Tenant and the other tenants and lawful occupants of the Shopping Center and their employees, agents, customers, licensees and invitees and parties with whom they do business. The Common Area shall also be for the location and maintenance therein of all the utilities, services and other installations serving the buildings in the Shopping Center and with Landlord's prior written permission for special promotional-type activities and events for the Shopping Center. Landlord, or its designee, and the other tenants and lawful occupants of the Shopping Center, shall also have the right to go over and on the Common Area with men and materials as reasonably required to construct, repair and alter any buildings in the Shopping Center, provided that such persons shall not thereby unreasonably interfere with Tenant's use of the Demised Premises.

(b) Except as otherwise provided in this Lease, and as they may otherwise hereafter agree in writing, the parties hereto shall not:

- (1) Obstruct the free passage of vehicles to and from the entrances of the Shopping Center.
- (2) Obstruct the free passage on sidewalks to and from the entrances of Demised Premises.
- (3) Interfere with the installations in the Common Areas which are for the service of the building and the Shopping Center.

(c) Landlord agrees, as hereinafter set forth:

(1) To maintain and keep in good repair all portions of the Common Area, including, but not limited to any and all roads, driveways, curbs, culverts, drainage facilities, surfacing, landscaping, fences, gates, directional and Shopping Center signs, grading, paving marking of the parking area, plumbing systems, sewer and sewage disposal lines, water supply lines, sprinkler lines and other requisite services and utility lines, pipes and installations of every kind.

(2) To keep the sidewalks and curbs, adjacent to and immediately in front of the Demised Premises and throughout the Shopping Center, reasonably free from accumulated snow, ice and refuse and to comply with all Governmental Requirements respecting same.

(d) Tenant agrees, as hereinafter set forth;

(1) To maintain and clean any and all debris/garbage/litter originating from or attributable to Tenant's use or occupancy. Tenant agrees to police the area

defined on Exhibit "A" on a daily basis.

(e) The Landlord shall have the right to make changes, additions, alterations, or improvements in the Common Area, provided that, other than temporary inconvenience necessitated by construction activities, there shall be no unreasonable obstruction of Tenant's right of access to the Demised Premises or any unreasonable interference with Tenant's use thereof.

ARTICLE 5 - Contributions

(a) Tenant shall be responsible for all utilities, including but not limited to, heat, gas, electricity, water, sewer and stormwater, all trash removal charges, phone, cable, internet, cleaning of demised premises, grease trap cleaning and maintenance, and all other service or utility not provided by the Landlord. If the utility is not separately metered, Tenant will be responsible for its prorata share of utility charges.

ARTICLE 6 – Term

(a) The term of this Lease shall be for a period of 3 (three) years from Rent Commencement.

(b) Tenant’s possession may begin upon Turnover of space by Landlord. Tenant is responsible for obtaining any and all permits, and approvals to occupy the Demised Premises.

(c) Turnover is complete when Landlord has completed and satisfied requirements for all of Landlord’s Work, if any, and has given keys and access to the Demised Premises to Tenant or Tenant’s agent. The Demised Premises shall be deemed accepted by Tenant upon turnover by Landlord.

(d) Rent Commencement shall begin May 18, 2023.

(e) If the commencement date of this Lease, as provided as aforesaid, is a day not the first day of the month, the first lease year shall consist of the remainder of that first month and of the first full twelve (12) months thereafter.

ARTICLE 7 - Rent and Late Payment Charge

(a) Tenant agrees to pay Landlord, each month, during the term hereof, a Fixed Monthly Rental for the Demised Premises, as follows:

<u>Time Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>\$/Sq. Ft.</u>
Year 1 – 3	\$80,000.0	\$6,666.67	\$8.00

plus, all cumulative increments produced by the Rental Escalation Articles as hereinafter set forth, per month in advance without offset or demand. Payment shall be made to the Landlord at the place hereinafter specified for the giving of notices to Landlord or at such other places as Landlord shall designate in writing.

(b) In the event the Rent Commencement Date of this Lease is a day other than the first day of the month, then in that event, the rent for the balance of that month shall be determined by

multiplying the aforementioned monthly rental by the fraction, the numerator of which is the number of days remaining in that month, and the denominator of which is the total number of days in that month. The result of the above computation shall be paid to the Landlord on or prior to such Rent Commencement Date.

(c) In addition to any other rights or remedies given to Landlord, in the event Tenant fails to make payment of its regular monthly rental payment by the fifth day of the month or fails to make any payment when due of additional rent due hereunder, Tenant shall pay to Landlord the additional sum of ten percent (10%) of the amount due as a late payment charge, which late payment charge shall become additional rent.

(d) All rents payable and all statements deliverable by Tenant to Landlord under this Lease shall be paid and delivered to **111 Madison Square, LLC, c/o Bennett Williams Commercial, 3528 Concord Road, York, PA 17402.**

ARTICLE 8 - Interest

Wherever in this Lease there is a provision that Tenant shall be liable for the payment of any sum to Landlord, together with interest thereon, or whenever Tenant shall fail to pay any sum when due, such sum shall bear interest until paid at a rate equal to the greater of:

- (1) The prime rate charged by M&T Bank plus one (1%) percent; or
- (2) Six (6%) percent per annum; but in no event shall the rate be greater than the legal rate of interest which may be charged to borrowers of the same character as Tenant

ARTICLE 9 - Renewal

Intentionally Omitted

ARTICLE 10 - Rental Escalation

Intentionally Omitted

ARTICLE 11 - Taxes and Assessments

(a) Subject to the reimbursement provisions of Article 12, all Real Estate Taxes, as hereinafter defined, on the land and the buildings in the Shopping Center shall be paid by the Landlord.

(b) Tenant shall pay any and all taxes, assessments or charges which may be levied upon or attributable to goods or merchandise or fixtures or other items and improvements placed upon and in the Demised Premises by Tenant.

ARTICLE 12 - Tenant's Share of Taxes and Assessments

Intentionally Omitted.

ARTICLE 13 - Use and Operations

(a) Tenant shall use and occupy the Demised Premises solely for the purposes of **storage**, which shall not violate existing exclusive agreements within the Shopping Center.

All of the above uses will be trading and doing business under the name of **PA Cyber** or such other trade name as Landlord may approve in writing, which approval shall not be unreasonably withheld. Tenant covenants and warrants to Landlord that Tenant will not operate in a manner which violates any existing Exclusivity Agreement, and any breach of this representation and warranty shall be a default by Tenant, entitling Landlord to recover, in addition to the damages provided for in Article 35, any and all damages which it incurs as a consequence of such breach.

(b) Tenant shall operate its business in all of the Demised Premises continuously, actively and diligently during the entire term of this Lease and shall at all times keep the Demised Premises fully equipped and fixtured and shall maintain a full inventory of merchandise. Tenant shall keep the Demised Premises open for business and adequately staffed during the regular and customary days and hours for the operation of similar offices in the business area.

(c) Without the prior written approval of Landlord, in Landlord's sole discretion, Tenant shall not display or sell goods or merchandise in the Common Areas or otherwise outside of the Demised Premises.

ARTICLE 14 - Utilities

(a) The Landlord agrees that, during the term of this Lease or any extensions thereof, the Demised Premises shall, at all times, be connected to the electric, water and sewer lines or systems, as applicable, serving the Shopping Center.

(b) Landlord shall not be liable to Tenant for the failure of any of the above utility services. However, Landlord agrees, in the event of any suspension or failure of service, to proceed with all due diligence to restore or cause the restoration of such services as soon as is reasonably practical under the circumstances. Tenant will not hold Landlord responsible if the utilities to the Demised Premises becomes unavailable, nor will Tenant hold Landlord responsible for any equipment conversion or installation costs caused by such unavailability of utilities.

(c) Tenant shall be solely responsible for and promptly pay, as the same becomes due, all bills for telephone services, cable, gas, electricity, fuel, oil, water, sewer, stormwater, refuse disposal, recycling, and similar utilities/services consumed on or applicable to the Demised Premises.

ARTICLE 15 - Assignment and Subletting

(a) Tenant shall not, during the term of this Lease or extension thereof, assign, transfer, mortgage, pledge or otherwise encumber this Lease or the leasehold estate created hereby or any part of Tenant's title hereto or interest herein, in whole or in part, nor shall Tenant sublease the Demised Premises, in whole or in part, without the prior written consent of Landlord, which shall not be unreasonably withheld. In the event of any such assignment or subletting with the consent of Landlord, Tenant will nevertheless remain liable for the performance of all the terms, covenants and conditions of this Lease and, in addition, will require any assignees or sublease to execute and deliver to Landlord an assumption of liability agreement in form acceptable to Landlord as a condition precedent to the assigning or subletting. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement of such consent to any subsequent assignment or subletting. Any assignment by operation of law, attachment or assignment for the benefit of creditors shall, at Landlord's option, be inoperative. An assignment within the meaning of this paragraph shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock, by which an aggregate of more than fifty percent (50%) of Tenant's stock, if Tenant is a corporation, of the ownership interest of Tenant, if Tenant is another form of entity, shall be vested in a party or parties who are non-stockholders or non-owners as of the date hereof.

(b) The interest of the Landlord herein may be assigned in whole and also in one or more parts. In the case of any such assignment, the Landlord shall advise the Tenant of the name or names of the assignee or assignees, and Landlord shall have no liability hereunder from and after the effective date of any such assignment, except for obligations which may have theretofore accrued without Tenant's consent.

ARTICLE 16 - Fire Insurance

(a) Landlord agrees throughout the term of this Lease and any extensions thereof to carry fire and extended insurance coverage on the Demised Premises in an amount not less than the actual replacement value without deducting physical depreciation on the building, but exclusive of costs of excavation, foundations and footings below the underside of the lowest floor, if excluded by the policy, to the extent of Landlord's work as set forth in this Lease.

(b) Tenant agrees throughout the term of this Lease and extensions thereof to carry fire and extended insurance coverage in an amount equal to the replacement cost of fixtures, equipment, normal inventory and leasehold improvements in the Demised Premises, including, but not limited to any improvements installed at Tenant's expense and equipment provided by Landlord. Such insurance may be included in a blanket policy or policies.

ARTICLE 17 - Increased Insurance Cost

Tenant shall comply with all laws and ordinances and recommendations of the Association of Fire Underwriters and will not do, nor permit anything to be done, nor neglect to do anything, nor bring nor keep nor permit anything to be brought into or kept on the Demised Premises which shall cause an increase beyond normal premiums that may be charged during the term of this Lease on any public liability, casualty, fire and extended coverage insurance carried on the Demised Premises or the Shopping Center. If, by any reason of any act or omission of Tenant, the insurance premiums are increased beyond normal premiums, Tenant shall pay as additional rent hereunder the amount of such increased premiums. A schedule issued by the organization establishing the insurance rate on the Shopping Center, showing the component of such rate, shall be conclusive evidence of the amount of such increased premiums.

ARTICLE 18 - Landlord's Right to Cure Tenant's Defaults

Tenant agrees that, if Tenant fails to make any repairs or do any work required of the Tenant by the provisions of this Lease, or if Tenant shall in any other respect fail to perform any covenant or agreement in this Lease contained on the part of the Tenant to be performed, then, and in any such event, unless otherwise expressly provided herein, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by the Landlord to the Tenant, notwithstanding any delay or forbearance in giving such notice, Landlord may cure such defaults, all on behalf of and at the expense of the Tenant, and shall have a right of entry into the Demised Premises for such purposes; provided, however, if the failure or default does not materially and adversely affect the Premises, other tenants of the Shopping Center, the safety of customers or employees in the Shopping Center, or otherwise jeopardize the rights of Landlord, and if Tenant has begun to cure such failure or default within ten (10) days and continues to diligently pursue such cure, the ten (10) day period shall be reasonably extended to no longer than sixty (60) days to allow Tenant to complete its cure. Landlord may further do all necessary work and make all necessary payments in connection therewith, including, but not limiting the same, to the payment of any attorney's fees and costs and charges of or in connection with any legal action which may have been brought. Tenant agrees to pay to Landlord forthwith any amount so paid by Landlord, together with interest thereon from the date(s) of Landlord's payment of the expenses. All sums charged to Tenant by Landlord hereunder shall be indebtedness of Tenant to Landlord and shall become due as additional rents.

ARTICLE 19 - Liability Insurance and Indemnification

(a) Throughout the term of this Lease and any extensions thereof, Tenant shall obtain, maintain and pay for policies of comprehensive general liability (including products liability) insurance covering the Demised Premises, the business operated by Tenant in and from the Demised Premises and the contractual liability of Tenant under this Lease in form and with insurers satisfactory to Landlord in amounts required by Landlord's mortgagees, from time to time, but not less than One Million (\$1,000,000.00) Dollars with respect to property damage, One Million (\$1,000,000.00) Dollars with respect to death or personal injuries to any one (1) person arising out of any one (1) occurrence. LANDLORD AND LANDLORD'S DESIGNATED AGENT SHALL BE NAMED AS AN ADDITIONAL INSURED IN ANY INSURANCE POLICY OR POLICIES OR CERTIFICATES AS EVIDENCE THEREOF. IN THE EVENT OF A SUBLEASE, THEN

LANDLORD AND SUBLANDLORD SHALL BE NAMED AS AN ADDITIONAL INSURED. Certificates of insurance shall be provided to LANDLORD by TENANT. Such certificates shall provide that the insurance may not be canceled without the LANDLORD receiving written notice from TENANT'S insurance carrier at least ten (10) days prior to such cancellation. Such insurance may be included in a blanket policy or policies.

(b) All insurance policies required to be maintained by Tenant under this Lease shall be with insurance companies licensed to do business in the State of Pennsylvania and satisfactory to Landlord and shall protect both Landlord, Landlord's mortgagees and Tenant, as their respective interests may appear. Certificates of such insurance shall be delivered to Landlord a minimum of thirty (30) days prior to possession of the Demised Premises by Tenant with renewals thereof delivered to Landlords a minimum of thirty (30) days prior to the expiration of any such policies. If requested to do so, Tenant shall also provide Landlord with copies of the pertinent portions of all such policies and shall also permit Landlord to examine the original policies. Each policy and certificate evidencing the same shall contain an agreement by the insurer that such policy shall not be cancelled or modified without ten (10) days' written notice to Landlord and that no act or omission of Tenant shall invalidate the interest of Landlord under such insurance. If Tenant fails to obtain and maintain any such insurance or to deliver any of the certificates as required in this Lease, Landlord may, in addition to any other remedy under this Lease, procure such insurance at the expense of Tenant and pay the cost thereof. Such cost shall be deemed additional rent and shall be payable by Tenant to Landlord immediately upon demand, together with interest until paid.

(c) During the term of this Lease or any extension hereof, Tenant hereby agrees to indemnify and hold Landlord and Landlord's mortgage lenders harmless from any and all claims and demands arising out of the negligent acts or omissions of Tenant, its officers and employees, and resulting in the loss of or damage to property or for injury to or death of any person while in, upon or about said Demised Premises.

(d) Landlord covenants and agrees that it shall maintain a comprehensive policy of general liability insuring Landlord and Landlord's mortgagees as additional insured, against any liability occasioned by accident on or about any portion of the Common Area of the Shopping Center, which insurance shall protect the interest of Tenant against any liability whatsoever, except such as shall arise out of Tenant's agents, employees or servants, licensees or invitees, or any contract of Tenant, or by default of Tenant under this Lease. The aforesaid liability policy shall be written by good and solvent insurance companies duly licensed to do business in the State of Pennsylvania and shall be in amounts not less than One Million (\$1,000,000.00) Dollars with respect to property damages, death or personal injury to any one (1) person arising out of any one (1) occurrence. Such insurance may be carried under a blanket policy covering other locations of Landlord, provided the protection and coverage afforded Tenant is not reduced thereby. Landlord agrees to deliver to Tenant at least ten (10) days prior to the time such liability insurance is first required to be carried by Landlord and, thereafter, at least thirty (30) days prior to the expiration of any such policy, either a duplicate original or a certificate of all policies procured by Landlord in compliance with its obligations hereunder.

ARTICLE 20 – Plate Glass Insurance

Intentionally omitted.

ARTICLE 21 - Tenant's Share of Landlord's Insurance Costs

Intentionally Omitted.

ARTICLE 22 – Landlord’s Work

Landlord at Landlord’s expense shall warrant that the mechanical, electrical, and plumbing systems are in good working order. Otherwise, Tenant accepts space in “as-is” condition. (Exhibit B)

ARTICLE 23 – Tenant Improvements

Tenant at Tenant’s expense and with Landlord’s written approval, shall make all the necessary improvements to the Demised Premises that are consistent with the fit out for a storage facility. Tenant at Tenant’s expense shall acquire all Permits and Approvals and Occupancy Permits. Tenant shall diligently pursue completing all of Tenant’s Improvements, which shall be completed with new materials, in a good and workmanlike, first-class fashion. Tenant will submit for permits within 45 days of a fully executed Lease agreement.

ARTICLE 24 – Additional Responsibilities of Tenant

- (a) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the Building.
- (b) Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone, or ironwork without Landlord’s written consent. Tenant shall repair any such conditions prior to the expiration of this Lease.
- (c) Tenant will not permit any waste upon the Premises to be committed and at all times will take good care of and keep the Premises and adjacent areas serving the Premises in a neat, clean and sanitary condition.
- (d) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises.
- (e) At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in the same condition as the Premises were in upon delivery of possession to Tenant under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord. Tenant shall remove all its trade fixtures and any alterations or improvements which Landlord requests to be removed before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant’s obligation to observe or perform this covenant shall survive the expiration or other termination of the Term.

(f) Tenant and its employees, agents, licensees, invitees, successors and assigns shall comply with all laws, requirements, rules, regulations and ordinances of any governmental entity existing during the term of the Lease, including without limitation, all of the same in any way relating to the generation, production, use, storage, discharge, or disposal of any hazardous or toxic substance or material now or hereafter regulated by any governmental entity (collectively, "Hazardous Materials"). Tenant shall immediately notify Landlord in writing of:

(i) any spill, release, discharge or disposal of Hazardous Materials in, on or under the Premises, the Building, the Shopping Center or any portion thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened pursuant to any Hazardous Materials laws of which Tenant has notice; (iii) any claims made or threatened by any person against the Tenant, the Premises, the Building or the Shopping Center relating to damage, contribution, cost recovery, compensation, lost or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under, or about or removed from the Premises, the Building or the Shopping Center, including any complaints, notices, warnings, reports or asserted violations in connection therewith.

ARTICLE 25 - Waiver of Liability

(a) Notwithstanding anything in this Lease to the contrary, Tenant shall not be liable to Landlord or to any insurance company insuring Landlord for any loss or damage to the Demised Premises or to any improvement or property located within the entire Shopping Center which was covered by fire and extended coverage insurance even though such loss or damage may have been occasioned by the negligence of Tenant, its agents or employees.

(b) Conversely, anything in this Lease to the contrary notwithstanding, Landlord shall not be liable to Tenant or any insurance company insuring Tenant for any loss or damage to any property of Tenant located within the entire Shopping Center which was or could have been covered by fire and extended coverage insurance even though such loss or damage may have been occasioned by the negligence of Landlord or its agents or employees.

(c) The parties hereto agree that their policies will include such waiver, clause or endorsement so long as available and so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so, in which case there shall be no waiver by either party.

ARTICLE 26- Repair and Maintenance

(a) Tenant shall at all times maintain the Demised Premises (including the inside and outside of all exterior entrances, store front and the glass and moldings in the doors and windows) and all partitions, doors, fixtures, equipment and appurtenances thereof, in good order, condition and repair and including reasonable periodic painting, making proper replacements when necessary, all at its own expense, and subject to article 5 , except for structural portions of the roof, foundation, exterior walls, structural floors, ceiling supports, all outside electrical service to the building and the outside portion of the water and sewer lines, which shall be maintained by Landlord; but, if Landlord is required to make repairs by reason of Tenant's willful or negligent acts or omissions to act, the cost of such repairs shall be paid by Tenant and shall thereafter become due as additional rent.

(b) All electrical and plumbing systems and fixtures, heating and air conditioning systems shall be maintained by the Tenant. Tenant shall provide Landlord with a copy of the service agreement for preventative maintenance of the HVAC equipment no less than once quarterly. To the extent that the HVAC system requires replacement, Landlord shall be responsible to replace at Landlord's sole cost and expense.

(c) Tenant shall maintain the Demised Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests and shall not permit undue accumulation of garbage, trash, rubbish and other refuse, but shall remove the same at its own expense and shall keep such refuse in proper containers.

(d) Tenant further covenants that Tenant:

(1) Will promptly replace at its own expense with glass of like kind and quality, and plate glass, door or window glass of the Demised Premises which may become cracked or broken.

(2) Will not use or permit the use of any apparatus of sound reproduction or transmission, or any musical instrument, in such a manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the Demised Premises.

(3) Will keep all mechanical apparatus free of vibrations and noise which may be transmitted beyond the confines of the Demised Premises.

(4) Will not, without the consent in writing of Landlord, place or maintain any merchandise or other articles in any vestibule or entry of the Demised Premises, on the walkways adjacent thereto, or elsewhere on the exterior thereof.

(5) Will keep the Demised Premises at a temperature sufficiently high to prevent the freezing of water and pipes and fixtures.

(6) Will not use the plumbing facilities for any purpose than that for which

they are constructed and will not permit any foreign substance of any kind to be thrown therein. The expense of repairing any stoppage, seepage or damage, whether occurring on or off the Demised Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees, shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clear and operable by Tenant at Tenant's own cost and expense.

(7) Will, notwithstanding anything in this Lease to the contrary, be responsible for all repairs and replacements to the Demised Premises necessitated by a burglary or attempted burglary, or any illegal forcible entry into the Demised Premises.

(8) Will comply with all Township ordinances and all other Governmental Regulations.

(9) Will not receive or ship articles of any kind except through facilities provided or designated for that purpose by Landlord. Front door receiving is approved by Landlord.

(10) Will conduct its business in the Demised Premises in all respects in a dignified manner in accordance with standards of operation of such type of business.

(11) Will comply promptly with all reasonable rules and regulations established by Landlord for all tenants of the Shopping Center. Furthermore, Landlord permits Tenant to play music outside the Demised Premises as long as it meets all Governmental Regulations and does not, in Landlord's sole but reasonable discretion, disturb other tenants in the shopping center.

(e) If Tenant refuses or neglects to repair, replace and maintain property as required hereunder as soon as reasonably possible after written notice from Landlord to do so, Landlord may undertake the same without liability of Landlord to Tenant for any loss or damages that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, provided that Landlord acts reasonably in effecting such repair, replacement and/or maintenance, Tenant shall pay, upon demand, as additional rent, Landlord's cost and expense in effectuating the same upon presentation of bills therefor, plus fifteen percent (15%) for overhead and supervision. Said bills shall include interest on said cost and expense from the date of completion by Landlord.

ARTICLE 27 Alterations

(a) Tenant may make any and all interior nonstructural alterations or interior nonstructural improvements to the Demised Premises at its sole cost and expense, provided that any such alterations shall be made in a good, workmanlike manner and not weaken the structure of the Demised Premises or of the Shopping Center, or its infrastructure, and Tenant, before commencing such work, shall take appropriate steps to comply with all lawful requirements, including, but not limited to procuring any and all required governmental permits, and shall, if permitted by law, secure from its general contractor and properly file a valid stipulation against liens (or waiver of liens) to avoid subjecting the property of Landlord or any portion of the Demised Premises or Shopping Center to any lien for labor, materials or equipment supplied to any part thereof.

(b) Tenant shall not have the right to make any other alterations, additions or improvements to the Demised Premises without first obtaining, in each instance, the prior written consent of Landlord, which consent (except to external alterations, additions or improvements) may not be unreasonably withheld.

(c) Tenant shall not permit any mechanic's or other lien or claim for lien or notice in respect thereto to be filed against the Demised Premises or the Shopping Center or any fixtures, equipment or furnishing contained therein. If any such lien or claim be made or filed, Tenant shall, within ten (10) days after notice of the filing thereof, cause such said lien, notice or claim for lien to be effectively removed and discharged of record; provided, however, that Tenant shall have the right to contest the amount or validity, in whole or in part, of any such lien, notice or claim by appropriate proceedings, but, in any event, Tenant shall promptly bond such lien, notice or claim with a surety company satisfactory to Landlord and shall prosecute such proceedings with all due diligence and dispatch. If Tenant fails to so discharge or bond such lien, Landlord may, at its election, remove or discharge such lien, notice or claim by paying the full amount thereof, or otherwise, and without any investigation or contest of validity thereof, and Tenant shall pay to Landlord, upon demand, as additional rent, the amount paid by the Landlord, including Landlord's costs, expenses and counsel fees.

ARTICLE 28 – Parking

Tenant's customers have the non-exclusive right, in common with other tenants of the Shopping Center, for the use of customer parking in the areas of the Shopping Center designated by Landlord therefor.

ARTICLE 29- Surrender of the Demised Premises

At the expiration of, or sooner termination of this Lease, Tenant shall peaceably surrender the Demised Premises in the same condition as they are required hereby to be kept by Tenant, excepting normal wear and tear and any alterations and improvements permitted by this Lease or effected with Landlord's consent. At such time, Tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises. Tenant shall in accordance with Article 33 of this Lease, remove all its trade fixtures from the Demised Premises and shall repair any damages to the Demised Premises caused thereby not later than the time hereby fixed for such surrender.

ARTICLE 30 - Waste or Nuisance

Tenant shall not commit or suffer to be committed any waste upon the Demised Premises. Tenant shall not commit or suffer to be committed any nuisance or other act which may disturb the quiet enjoyment of any other Tenant or occupant of the Shopping Center, nor shall it engage in any activity which may reasonably be expected to attract to the Demised Premises or to the Shopping Center any person who might reasonably be objectionable to, disturb the operation or decorum of or otherwise cause a disturbance in the Shopping Center.

ARTICLE 31- Governmental Regulations

Tenant shall, at Tenant's cost, comply promptly with and observe all laws, statutes, regulations, rules or other requirements of all federal, state and local governmental authorities having jurisdiction over the Demised Premises or the use and occupancy thereof or the operation of Tenant's business (the "Governmental Regulations").

ARTICLE 32 - Warranties

Landlord will pass on to Tenant all warranties applicable to the Demised Premises and the improvements located thereon.

ARTICLE 33- Trade Fixtures

Trade fixtures shall remain the property of Tenant and shall be removed at the expiration or sooner termination of the term of this Lease or any renewal or extensions thereof, provided Tenant shall not then be in default under any covenant or agreement contained in this Lease and that Tenant shall have promptly repaired any damage to the Demised Premises caused by such removal. If Tenant fails to remove any such trade fixtures upon expiration or sooner termination of this Lease, such trade fixtures shall, at Landlord's election, be deemed abandoned and shall become the property of Landlord, or may be removed by Landlord at Tenant's expense, which expense shall be additional rent hereunder. Equipment purchased as part of this Lease by the Landlord (as outlined in Article 22), lighting fixtures (except as aforesaid), heating and air conditioning equipment, plumbing and electrical systems and fixtures and floor covering shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else and shall not be removed from the Demised Premises, but shall upon installation become the property of Landlord without any compensation to Tenant.

ARTICLE 34 - Access of Landlord

Landlord and/or its designee(s) may enter the Demised Premises during reasonable times, from time to time, for the purpose of examining or exhibiting the same or to make necessary repairs or for the reasonable exercise of any rights granted or reserved to Landlord pursuant to the terms of this Lease, provided that, so long as Tenant is not in default hereunder, the making of repairs to the Demised Premises shall not unreasonably interfere with Tenant's use of the Demised Premises. Tenant will allow to have placed upon the Premises at any time "For Sale" signs and, during the last three (3) months of the term of this Lease, "To Rent" signs and will not interfere with the same.

ARTICLE 35- Default by Tenant

(a) Events of Default. The following shall be considered "Events of Default":

(1) The failure of Tenant to pay, when due, any installment of rent or additional rent or any other sum payable by Tenant under this Lease, which failure shall continue unremedied by Tenant for a period of five (5) days after written notice thereof shall have been given to Tenant by Landlord; provided, however, that, if Tenant defaults in making its payments of rent or additional rent requiring Landlord's written notice on three (3) occasions within any twelve (12) month period, then, at Landlord's election, such third (or subsequent) default shall not be capable of cure by Tenant.

(2) The failure to perform any terms, covenants or conditions of this Lease or the violation or breach thereof by Tenant, which failure, violation or breach shall continue unremedied by Tenant for a period of ten (10) days after written notice thereof shall have been given to Tenant by Landlord, or for such additional period as may be necessary to remedy such failure, violation or breach with due diligence.

(3) The closing by Tenant of the Demised Premises for a period in excess of five (5) consecutive business days, unless such closing shall be caused by labor disputes, fire, condemnation or other causes beyond the control of Tenant except for Tenant may close for 7 consecutive days once a year for vacation.

(4) The abandonment by Tenant of the Demised Premises or the removal or attempted removal by Tenant, except in the ordinary course of business, of any goods or property from the Demised Premises without having paid and satisfied Landlord in full for all rent and other charges then due or that may thereafter become due until the expiration of the term of this Lease.

(5) The insolvency of Tenant or the making of an assignment for the benefit of creditors, or the filing by Tenant of a petition in bankruptcy or a bill in equity or other proceedings for the appointment of a receiver for Tenant, or the filing against Tenant of such petition or bill which is not dismissed, or the commencement of such proceedings which are not discharged within forty-five (45) days, or the institution by Tenant of proceedings for reorganization or for the composition or arrangement with creditors under any state or federal law, or an assignment of this Lease by operation of law, or the sale or levy upon the real or personal property of Tenant by any sheriff, marshal or constable or other authorized officer.

(b) Landlord's Remedies. Upon the occurrence of an Event of Default by the Tenant, in addition to any other rights or remedies that Landlord may have under this Lease or at law or in equity, Tenant covenants and agrees that Landlord shall have the following rights:

(1) To accelerate the whole or any part of the rent for the entire unexpired balance of the term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant, and any rent or other charges, payments, costs and expenses if so accelerated shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charge, expense or cost herein agreed to be paid by Tenant which may be due and payable and in arrears, be deemed due and payable as if, by the terms and provisions of this Lease, such accelerated rent and other charges, payments, costs and expenses were on that date payable in advance.

(2) As permitted by law, to enter the Demised Premises and without further demand or notice proceed to distress and sale of goods, chattels and personal property there found, to levy the rent and/or other charges herein payable as rent, and Tenant shall pay all costs and officers' commissions, including watchmen's wages and sums chargeable to Landlord, and further including the five percent (5%) chargeable by the Act of Assembly as commissions to the constable or other person making the levy, and, in such case, all costs, officers' commissions and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs, commissions and charges made, after the issuance of a warrant of distress, shall not be sufficient to satisfy the claim of Landlord.

(3) As permitted by law, to reenter the Demised Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy the Demised Premises, together with all additions, alterations and improvements. Upon recovering possession of the Demised Premises by reason of or based upon or arising out of a default on the part of Tenant, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and repairs as may be necessary in order to relet and/or operate the premises or any part or parts thereof, either in Landlord's name or otherwise, for as term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease to such person or persons as may in Landlord's discretion seem best; upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and all costs of such alterations and repairs; second, to the payment of rent due and unpaid hereunder; and third, to the payment of any indebtedness other than then rent due hereunder from Tenant to Landlord; and the residue, if any, shall be held by Landlord and applied in payment of future rent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Demised Premises or the making of alterations and/or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises or, in the event that the Demised Premises or any part or parts thereof are relet, for failure to collect the rent thereof under such reletting. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord as its agent to collect the rents due and to become due under all subleases of the Demised Premises or any parts thereof without in anyway affecting Tenant's obligation to pay any unpaid balance of rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(4) To cure any default by Tenant at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid and shall be additional rent.

(5) To terminate this Lease and the term hereby created without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken, whereupon Landlord shall be entitled to recover, in addition to any and all sums and damages for violation of Tenant's obligations hereunder in existence at the time of such termination, damages

for Tenant's default in an amount equal to the amount of the rent reserved for the balance of the term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant, all and expenses herein agreed to be paid by Tenant, all discounted at the rate of six percent (6%) per annum to their then present worth, less the fair rental value of the Demised Premises for the remainder of said term, also discounted at the rate of six percent (6%) per annum to its then present worth, all of which amount shall be immediately due and payable from Tenant to Landlord.

(6) WHEN THIS LEASE AND THE TERM OR ANY EXTENSION OR RENEWAL THEREOF SHALL HAVE BEEN TERMINATED ON ACCOUNT OF ANY DEFAULT BY TENANT HEREUNDER, AND ALSO WHEN THE TERM HEREBY CREATED OR ANY EXTENSION OR RENEWAL THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR AS ATTORNEY FOR TENANT, AS WELL AS FOR ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT, AND TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT AND THEREIN CONFESS JUDGMENT FOR RECOVERY BY LANDLORD OF POSSESSION OF THE DEMISED PREMISES, FOR WHICH THIS LEASE SHALL BE ITS SUFFICIENT WARRANT; THEREUPON, IF LANDLORD SO DESIRES, AN APPROPRIATE WRIT OF POSSESSION MAY ISSUE FORTHWITH WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, AND PROVIDED THAT, IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, IT SHALL BE DETERMINED THAT POSSESSION OF THE DEMISED PREMISES REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE OR TENANT'S RIGHT OF POSSESSION AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE FURTHER AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE DEMISED PREMISES AS HEREINBEFORE PROVIDED.

(7) In any amicable action of ejectment and/or for rent and/or other sums brought hereon, 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 prima facie evidence, and, if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) shall be filed in such suit, action or actions, 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.

(8) 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 shall 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.

(9) Tenant hereby waives and releases all errors and defects of a procedural nature which may intervene in the Landlord's exercise of any of its remedies hereunder, including the summary remedies. Tenant further waives the right of inquisition on any real estate levied on, and Tenant voluntarily condemns the same and consents to an immediate execution upon any judgment obtained by Landlord. Tenant also waives and releases all relief from any and all appraisal, stay or exemption law of any state now in force or hereafter enacted. Tenant waives any notice to quit required by any law now in force or hereafter enacted.

(10) In case suit shall be brought for recovery of possession of the Demised Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant contained herein on the part of Tenant to be kept or performed, and a breach shall be established, then provided the Tenant has not become bankrupt, the prevailing party shall, as part of the award or judgment, be entitled to recover its reasonable attorneys fees and costs of litigation.

ARTICLE 36 - Damage or Destruction

(a) Notice of Damage. If any part of the Demised Premises shall be damaged or destroyed by fire or other casualty, Tenant shall give prompt notice thereof to Landlord.

(b) Damage or Destruction to the Demised Premises. Subject to the requirements of Landlord's mortgagees:

(1) If the Demised Premises or any portion thereof are damaged or destroyed by fire or other casualty but are not hereby rendered wholly untenable, Landlord shall, at its own expense and to the extent of Landlord's work as set forth in this Lease, cause such damage to be repaired.

(2) If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall promptly, at its own expense, cause such damage to be repaired to the extent of Landlord's work, as set forth in this Lease; provided, however, Landlord shall have the right, to be exercised by notice in writing to Tenant within sixty (60) days from and after such occurrence, to elect not to repair or reconstruct the Demised Premises, and, in such event, this Lease shall cease as of the date of such notice, and Landlord and Tenant shall each thereupon be released from any obligation or liability thereafter accruing in respect of or arising out of this Lease. Except as herein provided, there shall be no obligation on Landlord to repair or rebuild in case of fire or other casualty.

(3) Unless Landlord shall so terminate this Lease, Tenant shall promptly restore and replace all fixtures and improvements on the Demised Premises (except those included in Landlord's work), including, but not limited to those installed and

made by Tenant, and shall apply the proceeds of all fire and extended coverage insurance maintained by Tenant as required by this Lease to such restoration and replacement.

(c) Damage or Destruction to the Shopping Center.

(1) If, in the opinion of Landlord, the building of which the Demised Premises is a part, or if the Shopping Center is substantially damaged or destroyed by fire or other casualty (whether or not the Demised Premises are affected), Landlord may terminate this Lease by written notice delivered to Tenant within sixty (60) days after the dates of such occurrence. If Landlord does so terminate this Lease, Landlord shall be under no obligation to repair, restore or replace any part or all of the Shopping Center.

(2) If this Lease shall be terminated as provided in this Article, Tenant shall surrender the Demised Premises within thirty (30) days after delivery of any notices of termination, whereupon this Lease shall expire as though the date of such surrender were the date herein set forth for the expiration of the term hereof.

(d) Rent Abatement. In the case of fire or damage, the rent shall be abated proportionately with the degree in which the Tenant's use of the Demised Premises is impaired during the period of damage. If the Landlord repairs the damage, the abatement shall end five (5) days after notice that the Demised Premises have been repaired.

ARTICLE 37 - Hazardous Substances

(a) Landlord, having purchased the Shopping Center and having the center financed by a reputable financing institution, which had an environmental review performed which showed no evidence of Hazardous Substances (hereinafter defined) on the Premises, and being aware of no Hazardous Substances being disposed of on the Demised Premises since then, is, to the best knowledge of Landlord, delivering the Premises free of any Hazardous Substances.

(b) Tenant shall not use the Demised Premises to treat, produce, store, handle, transfer, process, transport, dispose of or otherwise release any Hazardous Substances (hereinafter defined) on, from, or affecting the Demised Premises which has caused, is causing or could cause Contamination (hereinafter defined). Tenant has not received any summon, citation, notice of violation, administrative order, directive, letter or other communication, written or oral, from any governmental or quasi-governmental authority concerning any intentional or unintentional action or omission on the part of Tenant with regard to Hazardous Substances on, from or affecting the Demised Premises.

(c) Tenant covenants and warrants that the Demised Premises shall be kept free of any Hazardous Substance which is causing or could cause Contamination, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substances which is causing or could cause Contamination. Tenant shall not cause or permit as a result of intentional or unintentional act or omission on the part of Tenant or any subtenant the installation of any Hazardous Substances in or on the Demised Premises or a release of any

Hazardous Substances onto or from the Demised Premises or suffer the presence of any Hazardous Substances on the Demised Premises which in any case is causing or could cause Contamination.

(d) Tenant shall comply with and ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations, with respect to Hazardous Substances, and shall keep the Demised Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If Tenant receives any notice from any governmental authority with regard to Hazardous Substances on, from or affecting the Demised Premises, Tenant shall (i) immediately notify Landlord and any other person, governmental or quasi-governmental authority that Tenant is required to notify pursuant to any applicable law at such time as Tenant is aware of a release or a threatened release of a Hazardous Substances on, from or affecting the Demised Premises, (ii) immediately notify the Landlord at such time as an environmental investigation or clean-up proceeding is instituted by any person in connection with the Demised Premises, (iii) fully comply with and assist such environmental investigation and clean-up proceeding, (iv) promptly execute and complete any Remedial (hereinafter defined) actions necessary to ensure that no environmental liens or encumbrances are levied against or exist with respect to the Demised Premises, and (v) promptly, upon written request of Landlord, provide Landlord from time to time with an environmental site assessment or report, in form and substance satisfactory to Landlord. Tenant shall conduct and complete all investigations, studies, sampling and testing and all Remedial, removal and other actions necessary to clean-up and remove all Hazardous Substances on, from or affecting the Demised Premises in accordance with all applicable, federal state and local laws, ordinances, rules, regulations and policies and to the satisfaction of Landlord. If Tenant shall fail to take such action, Landlord may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto including without limitation reasonable attorneys' fees, fines or penalty payments shall be immediately repayable by Tenant to Landlord and shall bear interest at the Prime Rate hereinbefore established from the date advanced or paid by Landlord until the date paid by Tenant to Landlord, and all sums so advanced shall be considered Rent.

(e) For the purposes of this paragraph "Hazardous Substances" shall include without limitation any flammable explosives, radio-active materials, hazardous materials, hazardous wastes, hazardous or toxic substances, hazardous or toxic pollutant or related materials, asbestos or any material containing asbestos, or any other substance, mixture, waste, compound, material, element, product or matter as defined by any Federal, state or local environmental law, ordinance, rule or regulation including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 9601 et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251 et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401 et seq.), the Clean Streams Law, as amended (35 P.S. Section 691.101 et seq.), the Solid Waste Management Act, as amended (35 P.S. Sections 6801.101, et seq.), and in the regulations adopted and publications promulgated pursuant thereto any time.

(f) Tenant agrees to defend, indemnify and hold Landlord harmless from and against any losses, expenses, liabilities and claims arising from any breach or default by Tenant of its

representations or obligations under this Article, including without limitation enforcing the obligations of Tenant under this Article and including without limitation reasonably attorney's fees.

(g) The obligations and liabilities of Tenant under this Article shall survive the termination of this Lease.

(h) For the purposes of this Article, the term "Contamination" shall mean the uncontained presence of hazardous substances on the Demised Premises or arising from the Demised Premises which may require Remedial Action under applicable law.

(i) The term "Remedial" shall mean without limitation (i) the clean-up or removal of hazardous substances, (ii) such actions as may be necessary to monitor, assess or evaluate the release or threatened release of hazardous substances, (iii) the proper disposal or release of hazardous substances, (iv) the taking of such other actions as may be necessary to prevent, minimize or mitigate the damages caused by a release or threatened release of hazardous substances to the public health or welfare or to the environment.

ARTICLE 38 - Eminent Domain

Subject to the requirements of Landlord's mortgagees:

(a) Total Condemnation of the Demised Premises. If all or a substantial portion of the Demised Premises is taken by or pursuant to governmental authority or by the exercise of right of eminent domain or by agreement between the Landlord and those authorized to exercise such right (all such procedures being collectively referred to herein as "a taking in condemnation"), the obligations of the Tenant accruing subsequent to such taking in condemnation shall cease and determine absolutely, and the Tenant shall surrender possession of the Demised Premises to Landlord as of the date title vests in the condemn or or, at Landlord's option, if permitted by applicable law, the obligation of the parties hereto shall continue in full force and effect as to all of the terms and conditions of this Lease until Tenant, by reason of an official order or direction of the condemning authority, vacates the Demised Premises.

(b) Condemnation of the Shopping Center. If any material part of either the building of which the Demised Premises are a part of or the Shopping Center shall be taken in condemnation (whether or not the Demised Premises shall be affected), Landlord, at Landlord's option, made by written notice given to Tenant within sixty (60) days after the date of such taking in condemnation, elect to treat such taking in condemnation as a taking in condemnation of the entire Demised Premises with the same effect as if the entire Demised Premises had in fact been taken.

(c) Condemnation Awards. In the event of a taking in condemnation of the Demised Premises, whether partial or total, or in the event that Landlord elects as above provided to treat a taking in condemnation as a taking of the entire Demised Premises:

(1) Tenant hereby waives all claims against Landlord in connection with such taking, except as specifically provided in Article 33(d) entitled "Partial Condemnation," and hereby assigns to Landlord all claims of any nature against the

condemnor arising out of such taking, including, but not limited to all claims for loss of Tenant's leasehold estate.

(2) Tenant shall make no claim against the condemnor for the value of Tenant's leasehold estate.

(3) Notwithstanding the foregoing, Tenant shall be entitled to the extent applicable law permits to claim against the condemnor for removal expense, business dislocation damage, moving expenses and delay compensation, if any, provided that such claim shall not reduce any award to Landlord.

(d) Partial Condemnation. In the event of a condemnation of any portion of the Demised Premises, Tenant may elect to terminate this Lease by the effective date of the taking in condemnation.

If this Lease continues after a partial taking in condemnation, the minimum rent payable hereunder shall be reduced from and after the taking of possession by the condemnor in the same proportion as the area, if any, of the Demised Premises taken bears to the area of the entire Demised Premises.

ARTICLE 39 – Subordination and Estoppel Certificate

(a) Subject to the terms hereinafter set forth, this Lease and the estate hereby demised shall be and remain junior to any and all mortgages on the Demised Premises or the Shopping Center or any part thereof of which the Demised Premises constitute as part; provided, however, that:

(1) So long as Tenant continues to pay the rent as in this Lease reserved and otherwise complies with the terms and provisions hereof:

(i) The right of possession of the Tenant to the Demised Premises and the provisions and terms of this Lease otherwise shall not be affected or disturbed by mortgagee in the exercise of any of its rights under the said mortgage, or the note or debt secured thereby or otherwise by law provided.

(ii) In the event that the mortgagee comes into possession of or ownership of the title to the Shopping Center or Demised Premises by foreclosure of said mortgage, or by proceedings on the said note, or otherwise, this Lease shall continue in effect and shall not be terminated by any of said proceedings.

(2) In the event that the Demised Premises are sold or otherwise disposed of pursuant to any right or any power contained in the said mortgage or the said note, or as a result of proceedings thereon, the purchaser of said Demised Premises at such sale, or other person acquiring title through or by virtue of said sale, shall become liable to perform all of the obligations of Landlord under this Lease from the date such

purchaser or other person acquires title thereto.

(3) This Lease shall be binding upon and inure to the benefit of mortgagee, owner and Tenant, and their respective heirs, executors, administrators, successors and assigns, except as otherwise expressly provided herein.

(4) The foregoing provisions shall be self-operative, but Landlord agrees to attempt to secure the mortgagee's written confirmation thereof, as reasonably requested by Tenant.

(b) Offset Statement. Within ten (10) days after request therefor by Landlord or any mortgagee, a statement shall be required from Tenant, and Tenant agrees to deliver in recordable form a statement in writing to any proposed mortgagee or purchaser or lender or to Landlord, certifying (if or to the extent that such be the case) that this Lease is unmodified and in full force and effect, that Tenant has accepted the Demised Premises and is in possession thereof, that Tenant has commenced the payment of rent, that Landlord is not in default under this Lease and that there are no deficiencies or offsets to the Lease claimed by Tenant.

(c) Failure of Compliance. If Tenant shall fail to comply with any of the terms of this Article or to execute any statement or agreement herein required within fifteen (15) days after written request to be sent by Certified Mail from Landlord, such failure shall constitute a default by Tenant, and Landlord may exercise any remedy available to it. Without limiting the generality of the foregoing, Landlord may terminate this Lease by written notice to Tenant, whereupon the term shall expire as though the date of such notice were the date herein set forth for the expiration of the term hereof.

ARTICLE 40 - Relationship of Parties

The relationship of the parties under this Lease is solely that of Landlord and Tenant and shall in no way be construed as a partnership, joint venture or other joint enterprise.

ARTICLE 41- Definitions

(a) The word "Tenant" used in this Lease shall mean every person or party named as Tenant in this Lease. Any notice given as provided in this Lease shall bind all such parties, and it shall have the same force as if given to all of them.

(b) The use of the neuter singular pronoun to refer to Landlord and Tenant shall be deemed a proper reference to either of them whether they be an individual, a corporation, a partnership or any form of joint venture.

ARTICLE 42- Accord and Satisfaction

No acceptance by Landlord of an amount less than the monthly rent and other payments stipulated to be due under this Lease shall be deemed to be other than a payment on account; of the earliest such rent or other payments then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be affective to constitute an accord and satisfaction. Landlord may accept any check for payment by Tenant without prejudice to Landlord's right to recover the remainder of any rent or other payment then in arrears, and Landlord may pursue any other right or remedy provided in this Lease. No acceptance by Landlord of any payment of rent or other sum by Tenant shall be deemed a waiver of any of the obligations of Tenant under this Lease.

ARTICLE 43 - Quiet Enjoyment

Upon payment of the rent and performance of all the other covenants, terms, conditions and provisions of this Lease on the part of the Tenant to be performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term herein specified, subject nevertheless to all the covenants, terms, conditions and provisions of this Lease.

Landlord represents that it is well seized of the land as outlined on Exhibit A and may legally enter into this Lease with Tenant.

ARTICLE 44- Holding Over

Any holding over after the expiration of the term of this Lease shall, at Landlord's option upon notice to Tenant, be construed to be a tenancy from month-to-month at the rent and other payments herein specified and shall otherwise be subject to the conditions, covenants and agreements of this Lease. If Tenant shall hold over after the termination of this Lease for any reason whatsoever, and Landlord has notified Tenant in writing that such holding over shall not be permitted, Tenant shall pay as liquidated damages and not as a penalty an amount equal to twice the monthly rent in effect for the last month of Tenant's lawful occupancy prorated for the period during which such holding over continues. Nevertheless, the acceptance of such amount by Landlord shall be without prejudice to any other rights or remedies of Landlord at law or in equity or under this Lease.

ARTICLE 45 - Recording

If requested by Tenant, Landlord, at Tenant's expense, shall prepare, have executed and promptly files a Memorandum of this Lease in the Recorder of Deeds Office of York, Pennsylvania, and provide proof of such recording to the Tenant. Landlord's obligation is expressly conditioned on Tenant delivering to Landlord's attorney, to be held in escrow, a Memorandum of Termination of this Lease, executed and in recordable form.

ARTICLE 46 - Delays

If either party to this Lease shall be delayed or prevented from the performance of any obligation hereunder (other than the obligation of Tenant to pay rent or additional rent or other charges when due) by reason of labor disputes, inability to procure materials, failure of utility service, restrictive governmental laws or regulations, riots, insurrection, war, adverse weather, Acts of God, or other similar cause beyond the control of such party, the performance of such obligation shall be excused for the period of delay. The provisions of this Article shall not excuse Tenant from the prompt payment of any sums payable under any of the provisions of this Lease.

ARTICLE 47 - Captions

The captions, section numbers, paragraph numbers and index appearing in this Lease are inserted only for convenience and shall not in any way affect the meaning or intent of any portion of this Lease.

ARTICLE 48 - Partial Invalidity and Construction

The sections of this Lease are intended to be severable. If any section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such section had not been included in it. If any section or provision of this Lease shall be subject to two constructions, one of which would render such section or provision invalid, then such section shall be given the construction which would render it valid.

ARTICLE 49 - Binding Effect

(a) The provisions of this Lease shall extend to and be binding upon the parties hereto and their respective personal representatives, successors and assigns except that this provision shall not be construed as a consent by Landlord to any subletting or assigning by Tenant.

(b) All liability of Tenant for the payment of rents or any other obligation shall survive the expiration or sooner termination of this Lease.

ARTICLE 50 - Arbitration

Any disagreement between the parties hereto, including any interpretation of the provisions of this Lease, shall be decided according to the rules set forth by the American Arbitration Association, and any decision handed down by said Association shall be final and binding and not subject to appeal.

ARTICLE 51 - Notices

(a) All notices or demands required or permitted to be given or served under this Lease shall be deemed to have been given or served only if in writing forwarded by registered or certified mail, postage prepaid, return receipt requested, or by overnight carrier requiring receipt (such as Federal Express or UPS), and addressed as follows:

To Landlord at: 111 Madison Square, LLC
c/o Bennett Williams Realty, Inc
3528 Concord Road
York, PA 17402
Attn: Lisa Shull

To Tenant at: The Pennsylvania Cyber Charter School
652 Midland Avenue
Midland, PA 15059
Attn: Nicole Granito

- (b) Such address may be changed by either party by notice delivered as above provided to the other party. If Landlord or any mortgage shall so request of Tenant, Tenant shall send such mortgagee a copy of any notice thereafter sent to Landlord.

ARTICLE 52 - Commissions Due Real Estate Broker

Landlord and Tenant acknowledge that Bennett Williams is the only Broker involved. Commission shall be paid as per a separate agreement between Landlord and Broker.

ARTICLE 53- Exhibits

The following attached Exhibits, initialed by the parties hereto, are deemed part of this Lease.

A	Site Plan
B	Landlord's Work

ARTICLE 54 - Entire Agreement

This Lease and the Exhibits attached hereto set forth the entire agreement between the parties, and there are no other agreements, expressed or implied, oral or written, except as herein set forth. This Lease may not be amended altered or changed except in writing by both of the parties hereto. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

ARTICLE 55- Security Deposit

Upon execution of the lease, Tenant shall pay a security deposit in the amount of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.67). Security Deposit shall be held by Landlord as security for the payment of rent and the performance of

Tenant's other obligations under this Lease. Said deposit shall be returned to Tenant at the termination of this Lease if all Tenant's obligations hereunder are performed to the date of termination. If Tenant defaults in the payment of rent or in the performance or observance of any obligation on its part under this Lease, Landlord may apply the deposit to payment of rent in default or other money arrearage and/or to the damages and costs incurred by Landlord as a result of any default and/or to costs incurred by Landlord in rectifying and default and/or to the prepayment of minimum rent for any subsequent period of the term; and Tenant shall promptly thereafter restore the security deposit to the original amount above specified (except the extent the said sum is applied by Landlord to prepayment of minimum rent). The right of Landlord to apply the security deposit as above specified shall not be construed as a limitation upon Landlord's right to invoke any other remedy available under this Lease or at law or in equity for breach of this Lease, or to collect the full amount of damages owing by Tenant on account of such breach.

ARTICLE 56 - Limitation Upon Landlord's Liability

Neither Landlord nor any principal of Landlord, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Demised Premises, and, if Landlord is in breach or default with respect to Landlord's obligations under this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Demised Premises for the satisfaction of Tenant's remedies.

ARTICLE 57- Time of the Essence

Time is of the essence to each provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD: 111 Madison Square, LLC

By: *abe franco* Date: May 18, 2023
abe franco (May 18, 2023 10:00 EDT)
Authorized Signer

TENANT: The Pennsylvania Cyber Charter School

By: *Nicole Grant* Date: May 18, 2023
Authorized Signer

Exhibit "A"
Site Plan

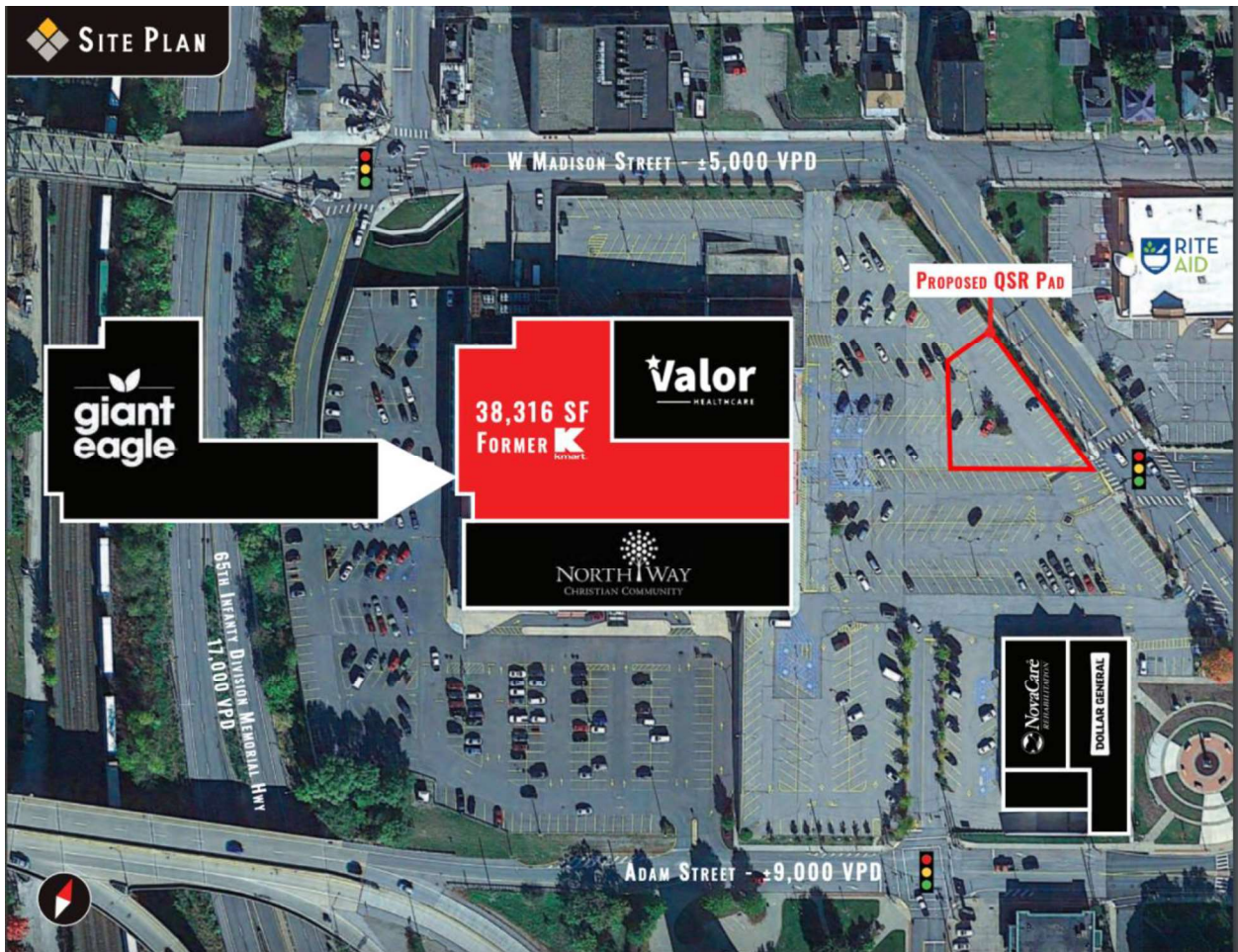


Exhibit "B"

LANDLORD'S WORK

- (a) Landlord to deliver space in As-Is condition excepting the Landlord will deliver the Demised Premises MEP systems in good working order.
- (b) Landlord and Tenant acknowledge that at the time of turnover Tenant is utilizing 10,000 square feet of a larger 38,316 square foot area. Landlord and Tenant agree that if the remaining space is leased, Landlord shall install a demising wall and shall be responsible for reasonable mitigation of dust related to the install. Install of demising wall shall be at Landlord's sole cost and expense.










1 - Lease Agreement PA Cyber

Final Audit Report

2023-05-18

Created:	2023-05-17
By:	Melissa King (mking@bennettwilliams.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9waHxhW577uxgdpB4vpDChWixa-EJen

"1 - Lease Agreement PA Cyber" History

-  Document created by Melissa King (mking@bennettwilliams.com)
2023-05-17 - 7:28:57 PM GMT- IP address: 174.55.141.229
-  Document emailed to Nicole Granito (nicole.granito@pacyber.org) for signature
2023-05-17 - 7:31:09 PM GMT
-  Email viewed by Nicole Granito (nicole.granito@pacyber.org)
2023-05-18 - 12:24:52 PM GMT- IP address: 152.39.188.188
-  Document e-signed by Nicole Granito (nicole.granito@pacyber.org)
Signature Date: 2023-05-18 - 12:27:37 PM GMT - Time Source: server- IP address: 136.226.51.3
-  Document emailed to kleber lopez (abe@miasouv.com) for signature
2023-05-18 - 12:27:39 PM GMT
-  Email viewed by kleber lopez (abe@miasouv.com)
2023-05-18 - 1:01:39 PM GMT- IP address: 172.58.129.201
-  Signer kleber lopez (abe@miasouv.com) entered name at signing as abe franco
2023-05-18 - 2:00:39 PM GMT- IP address: 50.207.129.162
-  Document e-signed by abe franco (abe@miasouv.com)
Signature Date: 2023-05-18 - 2:00:41 PM GMT - Time Source: server- IP address: 50.207.129.162
-  Agreement completed.
2023-05-18 - 2:00:41 PM GMT

SPRINGFIELD PARK

Shopping Center Lease

THIS SPRINGFIELD PARK SHOPPING CENTER LEASE, is made as of this, the 14th day of February, 2020 (the "Lease") by and between PRDB Springfield Limited Partnership, a Pennsylvania limited partnership (the "Landlord") having a notice address c/o National Realty Corporation 1001 Baltimore Pike Springfield, PA 19064 and Pennsylvania Cyber Charter School a Pennsylvania not for profit corporation (the "Tenant") having a notice address of 652 Midland Avenue, Midland, Pennsylvania 15059.

Landlord and Tenant are collectively the "Parties" and individually each a "Party" to this Lease. National Realty Corporation (the "Agent") is the authorized agent of the Landlord. The Parties hereto agree that any individual or entity signing on behalf of the Parties and their interests has the requisite authority to do so and said signatures will bind the Parties to the entirety of this Lease Agreement.

THIS SUMMARY represents certain base terms of the Lease agreed upon by the Parties, subject to any further elaboration elsewhere in this Lease (the "Lease Summary"). All terms defined in the Lease shall have same meaning when used in this Lease Summary. The Lease Summary and all Exhibits are part of the Lease, however, if the Lease terms contradict the Lease Summary, the Lease terms will govern.

- A. **Leased Premises:** Suite Number/Store Number: "2215" having an address of 825 Baltimore Pike Springfield, PA 19064 shown on Exhibit "A" consisting of approximately 12,521 square feet of GLA (the "Leased Premises" or "Premises") in what is commonly known as Springfield Park Shopping Center (the "Shopping Center"), shown on Exhibit "B."
- B. **Design and Construction Timeline:** (i) Landlord has agreed to certain improvements as set forth in Exhibit "C", (the "Landlord Work"). All Landlord Work remain subject to Township approvals. Notwithstanding the foregoing, if Landlord is unable to obtain all Township approvals, necessary permits, and licenses from governmental authorities to use the Leased Premises for Tenant's intended use, within ninety (90) days from the date Tenant approves of Landlord's Work, provided no unreasonable delay on the part of the Tenant occurs, then Tenant may terminate this Lease, but may only do so, prior to the expiration of the aforementioned ninety (90) day period. If Tenant so chooses to terminate in accordance with this Paragraph B, then Tenant must provide Landlord notice of such intention to terminate and must do so in conformity with the notice provisions of this Lease.
- C. **Initial Term & Delivery Date:** Ten (10) years and one (1) month and, if applicable, the number of days in any partial month as set forth in Section 1.2 (the "Term"). The Lease Commencement Date shall be the date Landlord substantially completes Landlord's Work (as evidenced by among other things a final certificate of occupancy for the Leased

Premises) within one hundred (120) days after Landlord and Tenant agree upon a construction drawing and specifications for the Tenant's Improvements. Tenant shall have access to the Leased Premises at least fourteen (14) days prior to the Lease Commencement Date for purposes of installing furniture, fixtures and equipment. Tenant shall also have reasonable access to the Leased Premises during construction of Landlord's Work in order to permit Tenant to run telecom and data lines while the walls of the Leased Premises are open without obligation to pay rent. The first "Lease Year" shall commence on the Lease Commencement Date and terminate at the end of the twelfth (12) month period during the Term shall be another "Lease Year". Within sixty (60) days after the Lease Commencement Date, Landlord and Tenant shall execute a document, which shall be prepared by Landlord, stipulating the Lease Commencement Date, the Lease Years, the date of expiration of the Term of this Lease, Landlord's lease cost and Landlord's amortization schedule of such Lease costs.

- D. **Option Term:** Two five (5) year options immediately following the expiration of the Initial Term (the "Option Term"), subject to the provisions of Section 1.2(e) hereof.
- E. **Required Opening Date:** No later than 60 days after the Delivery Date.
- F. **Rent Commencement Date:** The date upon which Tenant shall be obligated to commence the payment of Rent and all additional charges hereunder shall be known as the "Rental Commencement Date" and such date shall be the date that is the first day of the first month that is seven (7) full calendar months after the Lease Commencement Date.
- G. **Estimated Taxes:** Taxes are estimated to be \$4.30 per square feet of GLA.
- H. **Exclusives:** Exclusives refer to the other tenants of the Shopping Center and their respective businesses. A list of these Exclusives is attached hereto in Exhibit "F".

I. **Annual Minimum Rent (the "Annual Minimum Rent" or "AMR"):**

<u>Initial Term</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>	<u>Amount PSF</u>
Years 1-5	\$287,983.00	\$23,998.58	\$23.00

After the 1st five (5) years, the AMR shall increase ten percent (10%) over the immediately preceding five (5) years for the remainder of the Initial Term (Years 6-10).

- J. **Option Term Rent:** Ten percent (10%) increases every five (5) years. (The 1st five years increasing ten percent (10%) over the last five (5) years of the Initial Term's AMR).

K. **Base Common Area Maintenance Charge (the "Base CAM Charge" or "CAM Charge"):**

<u>Initial Term</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>	<u>Amount PSF</u>
Year 1	\$42,571.40	\$3,547.62	\$3.40

After the 1st Lease Year, the Base CAM Charge for any Lease Year, including during any Option Term, shall equal one hundred three percent (103%) of the Base CAM Charge for the immediately preceding Lease Year (preceding twelve (12) month period).

*In addition to the charges specified above, Tenant shall be responsible for payment of the following charges which are not included in the CAM charges set forth in Section 3.4:N/A.

- L. **Use:** Subject to Township or other governmental approval, Tenant shall use the Leased Premises continuously to operate a Pennsylvania Cyber Charter School, and as more fully set forth in Section 1.3 (the "Use").

Tenant is strictly prohibited from using the Leased Premises for any use which is covered in an existing tenant's "Exclusive" rights that prohibit such use (hereto attached at Exhibit "F"). For purposes of this Section N, an existing tenant shall be defined as any tenant currently leasing space in the Springfield Park Shopping Center as of the date of this Lease.

Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Lease, Tenant shall not advertise, offer, display or sell in, about or from the Leased Premises (i) any books, whether in print form or other medium and/or (ii) any prurient or "X" or "NC" rated motion pictures, still photographs, entertainments, or any other products, services or materials regardless of the medium (collectively the "Prohibited Matter").

- M. **Trade Name:** Pennsylvania Cyber Charter School.

- N. **Security Deposit:** The Security Deposit shall be \$96,098.67, representing three (3) month(s) full Annual Minimum Rent, Common Area Maintenance (CAM) and Taxes.

- O. **Signage:** All signs are subject to Township and Landlord prior written approval and as may be further set forth herein. Approval considerations may include but are not limited to the following: location; size; construction materials; colors; design; any and all graphics depicted; content and installation and/or removal impact to the building façade, windows and/or doors. Signage fabrication, installation/removal and maintenance shall be at Tenant's sole cost and expense. Exhibit "D" shall depict Tenant's signage having Landlord's written pre-approval. Sign installation must be completed by a reputable sign installer.

- P. **Base Year for Overages:** The Base Year for Overages shall be the year -2021. Tenant shall pay increases over Base Year for snow removal, insurance, and common area electric.

ARTICLE 1: LICENSE, TERM, OPTIONS, USE AND PARKING

SECTION 1.1 LEASED PREMISES AND COMMON AREAS LICENSES

(a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Leased Premises (described in the Lease Summary) now or hereafter to be erected in the Shopping Center. The Shopping Center as currently planned or existing is shown on Exhibit "B".

(b) All facilities (sometimes called the "common areas" or "common facilities") furnished by Landlord in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center and their officers, agents, employees and customers, including but not limited to parking areas, streets, sidewalks, canopies, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas and other similar facilities, shall at all times be subject to the control and management of Landlord. Landlord shall operate and maintain or cause to be operated and maintained the common areas and common facilities of the Shopping Center. Landlord shall have the right, from time to time, and at their sole discretion: to change the area, level, location and arrangement of such parking areas and other common areas and common facilities; to construct buildings and other improvements thereon and therein (including, without limitation, deck parking facilities on the parking areas, curb cuts in the roads, and kiosks on the sidewalks and in the parking areas) so long as it does not materially interfere with Tenant's current immediate parking field, Tenant's façade sign visibility or Tenant's storefront access; to enforce parking regulations; to permit the owners or occupants of land located both inside of and outside the Shopping Center and their invitees to use the common areas and common facilities; to close temporarily all or any portion of said parking areas and other common areas and common facilities in order to make repairs, changes and additions thereto or to prevent a dedication thereof or the accrual of any prescriptive rights therein; to discourage non customer parking; to make all reasonable rules and regulations pertaining to and advisable for the proper operation and maintenance of the common areas and common facilities, including but not limited to reasonable regulations pertaining to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, and safety and security against fire, theft, vandalism, personal injury and other hazards; to conduct promotions in and to decorate the parking areas and the sidewalks and to permit any Merchants' Association (i.e., Promotional Fund) to do the same; to do and perform such other acts in and to the parking areas and other common areas and common facilities as Landlord shall exclusively determine to be advisable to improve and convenience and use thereof by tenants of the Shopping Center and their customers; and to add land to the Shopping Center, which land shall be included for purposes of calculating the Common Area Maintenance Charge (hereinafter defined). Tenant and any permitted subtenants, concessionaires, and licensees of Tenant shall comply with all rules and regulations made by Landlord pertaining to the operation and maintenance of said common areas and common facilities. Except as herein otherwise provided, the parking areas shall be limited to parking only for customers of the tenants of the Shopping Center, and Tenant, and all those acting through or under Tenant, may not park in any portion of the parking area except that portion now (as shown on Exhibit "B", if applicable) or hereafter designated as "Employee Parking Area". Tenant shall have the right to the non-exclusive use of the automobile parking area, driveways, sidewalks, loading facilities, and other common areas and common facilities that may be provided by Landlord, subject however to the terms, covenants and conditions of this Lease and to the rules and regulations for their use as prescribed from time to time by Landlord.

(c) All common areas and common facilities of the Shopping Center which Tenant may be permitted to use and which are not within the Leased Premises are to be used under a revocable license. If any such license is revoked, or amount of the common areas are diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or abatement of Rent, nor shall such revocation or diminution be deemed constructive or actual eviction.

(d) Landlord reserves the exclusive and unrestricted right to change or relocate the common facilities, parking areas and other common areas, building perimeters, driveways, store sizes, identity or type of other stores or Tenants, to make additions to the Shopping Center, to build additional stories on the building in which the Leased Premises are located, to construct additional stories or improvements, and to allow for such buildings and improvements to be used as a restaurant or bar, office or for another use or uses and add land to the Shopping Center, provided only that the size of the Leased Premises, its relative location in the Shopping Center, and reasonable access between the Leased Premises and the parking areas shall not be substantially impaired. Landlord has made no representation as to identity, type, size or number of the other stores or tenants. Tenant waives any claim it may have against Landlord and such other tenants as a result of crowds, noise, odors, or smoke emanating from such other tenants' premises.

SECTION 1.2 TERM COMMENCEMENT AND DURATION

(a) The Lease Commencement Date shall be the date Landlord substantially completes Landlord's Work (as evidenced by among other things a final certificate of occupancy for the Leased Premises) within one hundred (120) days after Landlord and Tenant agree upon a construction drawing and specifications for the Tenant's Improvements. Tenant shall have access to the Leased Premises at least fourteen (14) days prior to the Lease Commencement Date for purposes of installing furniture, fixtures and equipment. Tenant shall also have reasonable access to the Leased Premises during construction of Landlord's Work in order to permit Tenant to run telecom and data lines while the walls of the Leased Premises are open without obligation to pay rent. The first "Lease Year" shall commence on the Lease Commencement Date and terminate at the end of the twelfth (12) month period during the Term shall be another "Lease Year". Within sixty (60) days after the Lease Commencement Date, Landlord and Tenant shall execute a document, which shall be prepared by Landlord, stipulating the Lease Commencement Date, the Lease Years, the date of expiration of the Term of this Lease, Landlord's lease cost and Landlord's amortization schedule of such Lease costs.

(b) Unless sooner terminated in accordance with this Lease, the then current Term shall renew for successive and consecutive one (1) year periods from year to year with four (4) months written or oral notice prior to the last day of the then current Term (an "Automatic Renewal").

(c) Provided no Event of Default exists at the time Tenant exercises any applicable option, Tenant shall have the right, privilege and option to renew this Lease immediately following the expiration of the Initial Term for two 5 year option terms (the "Option Term") under the same terms and conditions of this Lease then in effect, except that the Annual Minimum Rent payable for any Option Term shall be the amount set forth in Paragraph L of the Lease Summary. Tenant, if it elects to exercise any option for an Option Term, shall do so by giving Landlord written notice at least six (6) months prior to the expiration of the then-current Term. If Tenant does not provide such notice of its intent to exercise its right to the Option Term, Tenant shall conclusively be deemed to have waived its right to the Option Term and this Lease shall terminate on the then current expiration date of the Term.

SECTION 1.3 USE OF PREMISES

Tenant shall use the Leased Premises solely for the Use (set forth in the Lease Summary) and solely under the Trade Name (set forth in the Lease Summary). Tenant shall not change the Use without prior written notice to and written consent of Landlord which shall not be

unreasonably withheld. Tenant shall not conduct catalogue sales on or from the Leased Premises. Specifically, Tenant shall use the Leased Premises for any and all associated operations and functions of a cyber charter school.

SECTION 1.4 PARKING AREAS

(a) All automobile parking areas and related facilities furnished by Landlord in the Shopping Center including Customer and employee parking areas, driveways, sidewalks, loading facilities and other facilities provided by Landlord for the general use, in common, of tenants, employees and customers (the "common areas") as well as facilities provided by Landlord serving the Leased Premises of Shopping Center tenants (the "common facilities"), shall at all times be subject to the exclusive control and management of Landlord. Tenant and Tenant's employees shall park their vehicles only in those portions of the parking area designated for that purpose by Landlord as described above in Section 1.1(b). Upon Landlord's request, Tenant shall furnish Landlord with the license numbers of Tenant's vehicles and vehicles of Tenant's employees.

(b) Tenant shall not sell goods or advertise or carry out sales from tractor trailers or other vehicles parked in the Shopping Center, nor shall Tenant park trailers and/or other similar type vehicles in the Shopping Center (except in connection with delivery of goods and other merchandise, and then only at designated loading docks and only for such time as is reasonably necessary to deliver the same). Outdoor sale or display of goods or other merchandise or service of any sort in the Shopping Center is prohibited and Tenant covenants not to violate that prohibition, except Tenant is permitted to used outdoor seating as available and applicable at the Premises.

(c) Landlord shall provide no fewer parking spaces than as required by the Township. Landlord shall provide Tenant with at least five (5) parking spaces. Said parking spaces shall each have signage designated for PA Cyber Charter School usage only.

ARTICLE 2: ANNUAL MINIMUM RENT

SECTION 2.1 ANNUAL MINIMUM RENT

(a) The Annual Minimum Rent for each Year and Partial Year of the Term shall be payable by Tenant to Landlord in advance; by personal, corporate or certified check or by money order; in equal consecutive monthly installments without prior demand, claim, counterclaim, set-off or deduction whatsoever and shall be due on or before the first day of each month and, unless some other place is designated by Landlord, sent to:

**PRDB SPRINGFIELD, LP
c/o Continental Developers, LLC
1604 Walnut Street
Philadelphia, PA 19103**

(b) If the Rent Commencement Date shall occur on a day other than the first (1st) day of a given month, Tenant shall pay Annual Minimum Rent, other Rent(s) hereinafter defined, and any other amounts first coming due, on a prorated basis using a thirty (30) days month and at the rates set forth for the first (1st) month of the first (1st) Lease Year. Such prorated amounts shall be due on the first (1st) day of the first (1st) full month after the Rent Commencement Date along with the payment of all applicable amounts due for the first (1st) full month of the first (1st) Lease Year.

SECTION 2.2

INTENTIONALLY DELETED.

SECTION 2.3

INTENTIONALLY DELETED.

**ARTICLE 3: ADDITIONAL RENT, GLA FRACTION, REAL ESTATE TAX CHARGE,
AND CAM CHARGES**

SECTION 3.1 ADDITIONAL RENT

(a) The term "Additional Rent" means and shall be any amounts required to be paid by Tenant under this Lease but shall not include Annual Minimum Rent. If any such Additional Rent amounts are not paid when due, those amounts shall be collectible as "Rent". Tenant shall pay Additional Rent to Landlord in accordance with the terms and conditions set forth herein if applicable as Annual Minimum Rent.

(b) The term "Rent" means and shall include, without limitation, Annual Minimum Rent, Additional Rent, and as hereinafter defined, Tax Charges, CAM Charges and any charges due to Landlord as defined within this lease agreement.

SECTION 3.2 GLA FRACTION The term "GLA Fraction" means and shall be that fraction, the numerator of which shall be the Gross Leasable Area (the "GLA") of the Leased Premises and the denominator of which shall be the GLA of the Shopping Center (including without limitation, the GLA of the Leased Premises).

SECTION 3.3 REAL ESTATE TAX CHARGE

(a) The term "Tax Year" means the calendar year or such other twelve (12) month period designated by Landlord. The term "Partial Tax Year" means a period commencing on or after the Rent Commencement Date that is less than a Tax Year. Tenant shall pay to Landlord in each Tax Year and Partial Tax Year, as Additional Rent, Tenant's full pro rata share (estimated to be \$4.30 per square foot of GLA in Year one (1)) of all real estate and other ad valorem taxes, assessments, impositions, excises and other governmental or quasi-governmental charges of every kind and nature (including, but not limited to, general and special assessments, sewer and fire district assessments, foreseen as well as unforeseen) with respect to the Shopping Center. Such taxes, charges, costs and expenses are collectively called the "Tax" or "Taxes" in this Lease. Tenant's share of the Taxes (sometimes called the "Tax Charge") shall be an amount equal to the product obtained by multiplying the Taxes for a Tax Year by the GLA Fraction.

(b) Tenant shall pay Landlord, as Additional Rent, the Tax Charge as billed, in advance. Tenant acknowledges that the payment of the Tax Charge will presently be billed by Landlord in two (2) installments the first of which will be prior to Landlord's payment of the county and Township taxes and the second will be prior to Landlord's payment of the school taxes. Any payment which is received later than thirty (30) days after billed to Tenant by Landlord will be subject to a ten (10%) percent late fee. In addition to the payments set forth above, if prior to the Rent Commencement Date, Landlord shall have prepaid all or a portion of the Taxes applicable to the Term, the Tax Charge shall include and Tenant shall reimburse

Landlord on the Rent Commencement Date the Tax Charge prepaid by Landlord applicable to the Term. Tax billing shall be based on the tax rate or tax value actually paid by Landlord.

(c) Tenant hereby waives any and all rights it may have to protest Taxes through any governmental or administrative body; provided, however, that Tenant may participate in any actions instituted by Landlord and/or the other tenants of the Property to protest, negotiate or appeal any determination of Taxes, provided that Tenant contributes to Tenant's proportionate share of the cost of such protest, negotiation or appeal of Taxes and further provided that such protest will not result in any penalties or foreclosure. Landlord shall promptly pay to Tenant Tenant's share of any refund or rebate of Taxes applicable to the Term hereof. Tenant shall pay its proportionate share of the above costs in an amount of the savings equal to Tenant's proportionate share of the costs at any respective tax appeal.

(d) Tenant shall pay before delinquency any and all taxes, assessments, impositions, excises, fees and other charges levied, assessed or imposed by governmental or quasi-governmental authority upon Tenant or its business operation, or based upon the use or occupancy of the Leased Premises, or upon Tenant's leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements (including, but not limited to, those required to be made pursuant to Tenant's Work), alterations, changes and additions made by Tenant, merchandise and personal property of any kind owned, installed or used by Tenant in, from or upon the Leased Premises. If the property of Landlord is included in any of the foregoing items, the aforesaid taxes, assessments, impositions, excises, fees and other charges as defined by this lease agreement shall nevertheless be paid by Tenant as herein provided. Tenant shall pay, when due and payable, any sales tax, or other tax, assessment, imposition, excise or other charge now or hereafter levied, assessed or imposed upon or against the Lease or Rent or other sums paid or to be paid; or Tenant's, Landlord's or Agent's interest in this Lease or Rent or other sums paid or to be paid hereunder. Should the appropriate taxing authority require that any tax, assessment, imposition, excise or other charge referred to in this Section 3.3 be collected by Landlord or Agent for or on behalf of such taxing authority, then such tax, assessment, imposition, excise or other charge shall be paid by Tenant to Landlord or to Agent monthly as Additional Rent in accordance with the terms of any notice from Landlord or Agent to Tenant to such effect. The taxes, assessments, impositions, excises, fees and other charges described in this Section 3.3 shall be the obligation of Tenant and not Landlord or Agent. If any tax, assessment, imposition, excise, fee or other charge covered by this Section 3.3 is imposed on Landlord or Agent, Tenant shall pay same to Landlord within thirty (30) days after receipt of request for payment.

SECTION 3.4 CAM CHARGES

(a) Tenant shall be responsible for all CAM Charges as set forth in the Lease Summary and Landlord reserves the right to demand the CAM Charges on a pro rata basis as delineated below herein.

(b) If Landlord shall elect to charge Tenant its CAM Charges on a pro rata basis, as provided for herein, the term "CAM Sum", "CAM Charge" or "CAM Charges" means and shall include only expenditures incurred by or on behalf of Landlord in operating and managing the Shopping Center and maintaining the common areas and common facilities including, but not limited to, the cost of the following: gardening and landscaping; paving of all parking surfaces, service areas and any other portion of the Common Areas, repainting, including restriping of parking lot and access ways; lighting; removal of snow, ice, trash, rubbish, garbage and other

refuse; cleaning of parking lot and access ways, repairs to the common areas and common facilities of the Shopping Center, including the parking lot and access ways, other than those covered by insurance; maintenance and personnel, including without limitation, cleaning and maintenance people, Landlord's full time on-site management staff together with the uniforms, payroll, payroll taxes and employee benefits of all such personnel; Landlord may cause any or all maintenance services for the Common Areas to be provided by an independent contractor or contractors or others and the costs there for shall be included in the CAM Sum; if Landlord from time to time acquires, or makes available, additional land or improvements for parking or other Common Area purposes, the CAM Sum shall also include all costs and expenses incurred by Landlord in connection with the operation or maintenance of said additional land and improvements, but not the cost of acquiring such additional land; the words "maintenance", "maintain" or "maintaining" as used in this Section 3.4 includes, without limitation, all repairs, replacements and other work and service of any type whatsoever; the amortized portion only of any long term capital improvements to the common areas and common facilities of the Shopping Center (amortized over the maximum period allowed by the tax codes of the IRS); janitorial/custodial, if any, and traffic control services, if any.

From and after the Rent Commencement Date through and including the end of the Term (unless Landlord has elected by notice to Tenant to charge CAM Charges and Insurance Charges on a pro rata basis in which event from the time so elected the provisions of the Lease Summary (hereof shall control), as may be extended, the annual amount of Tenant's CAM Charges shall be in the amount set forth in the Lease Summary as the Base CAM Charges.

Notwithstanding Tenant's obligation to pay the fixed Base CAM Charges as set forth in the Lease Summary, Tenant shall pay its full pro rata share of the increases of the costs and expenses of the costs of snow removal, property insurance and utilities with respect to the common areas and common facilities over the costs of the same in the Base Year (the "Increases"). For the purposes of this Section 3.4(b), the Base Year shall be calendar year 2021. Tenant's share of the Increases shall be the amount which is the product of multiplying the Increases by the GLA Fraction (herein the "Base CAM Charge Increases"). Tenant shall pay Landlord the Base CAM Charge Increases, as Additional Rent, upon receipt of and as set forth in Landlord's billing statement(s) sent to Tenant.

(c) The term "CAM Year" means calendar year or such other twelve (12) month period designated by Landlord. The term "Partial CAM Year" means any period commencing on or after the Rent Commencement Date that is less than a CAM Year. For each CAM Year and Partial CAM Year during the Term, as may be extended, Tenant shall pay to Landlord, as Additional Rent, Tenant's share of the CAM Sum (sometimes called the "CAM Charge") toward Landlord's operation of the Shopping Center and repair and maintenance of the common areas and common facilities of the Shopping Center (the costs and expenses of Landlord's insurance, the same being the "Insurance Charges" are included within the CAM Charges).

(d) Landlord reserves the right to charge Tenant CAM Charges and Insurance Charges on a pro rata basis.

(e) Beginning on the date which Landlord shall elect to charge CAM Charges and Insurance Charges on a pro rata basis and thereafter throughout the remainder of the Term and each Option Term, the annual amount of Tenant's CAM Charges shall be the product of the CAM Sum for the CAM Year multiplied by the GLA Fraction plus the product of the Insurance Charges for that year multiplied by the GLA Fraction. If the date chosen to begin charging CAM Charges and Insurance Charges on a pro rata basis does not coincide with a CAM Year, then such charges will be prorated.

(f) Tenant shall pay to Landlord from and after the date in which Landlord elects to charge CAM Charges and Insurance Charges on a pro rata basis Landlord's estimated monthly CAM Charges and Insurance Charges on the first (1st) day of each month in the amount estimated by Landlord from time to time without setoff or demand. At the end of each year following Landlord's election to charge CAM Charges and Insurance Charges on a pro rata basis, Landlord will send Tenant a statement showing, in reasonable detail, the actual cost of operation of the Shopping Center and maintenance of the Common Area and Common Facilities as well as the cost of Landlord's insurance as well as the calculation of Tenant's share thereof. If Tenant's share exceeds the estimated CAM Charge and Insurance Charge actually paid by Tenant for such period, Tenant shall pay the excess shown to be due by said statement, as Additional Rent, within ten (10) days after Landlord sends said statement. If Tenant's share is less than the amount actually paid by Tenant, such overpayment will be credited against Tenant's next occurring CAM Charge and Insurance Charge payment(s). Landlord shall maintain its CAM Charge and Insurance Charge records for twelve (12) months from the date Landlord sends Tenant the aforementioned statements and Tenant may request access to such information at Landlord's office at Tenant's expense and upon reasonable prior written notice.

ARTICLE 4: CONSTRUCTION AND OPENING FOR BUSINESS OBLIGATIONS

SECTION 4.1 CONSTRUCTION

Landlord's Work, Detailed in Exhibit "C" herein.

SECTION 4.2

INTENTIONALLY DELETED.

SECTION 4.3

INTENTIONALLY DELETED.

SECTION 4.4 LICENSE

(a) All common areas and common facilities of the Shopping Center which Tenant may be permitted to use and which are not within the Leased Premises are to be used under a revocable license. If any such license is revoked as a result of Tenant's breach of this Lease, or any amount of the common area diminished as a result of Tenant's actions or omissions, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or abatement of Rent, nor shall such revocation or diminution be deemed constructive or actual eviction.

(b) Landlord reserves the exclusive and unrestricted right to change or relocate the common facilities, parking areas (but not the designated spaces) and other common areas, building perimeters, driveways, store sizes, identity or type of other stores or Tenants, to make additions to the Shopping Center, to build additional stories on the building in which the Leased Premises are located, to construct additional stories or improvements, and to allow for such buildings and improvements to be used as a restaurant or bar, or office, or for another use or uses in addition to adding land to the Shopping Center, provided only that the size of the Leased Premises, its relative location in the Shopping Center, and reasonable access between the Leased Premises and the parking areas shall not be substantially impaired. Landlord has made no representation as to identity, type, size or number of the other stores or tenants.

ARTICLE 5: CONDUCT OF BUSINESS BY TENANT

SECTION 5.1 OPERATION OF BUSINESS

Tenant covenants that Tenant shall conduct its business and operate one hundred (100%) percent of the Leased Premises solely for the Use and solely as a cyber charter school during the entire Term with due diligence and efficiency (hereinafter "Continuously Operate"). Tenant shall occupy the Leased Premises promptly after the Delivery Date and shall Continuously Operate in the Leased Premises from and after the Rent Commencement Date. If Tenant ceases to Continuously Operate its business in the Leased Premises in the manner required by this Section for any reason, Landlord may enter the Leased Premises to decorate the windows without it being deemed that Landlord has taken back possession of the Leased Premises and such actions by Tenant shall be considered an Event of Default under this Lease.

SECTION 5.2 OTHER LOCATIONS: INTENTIONALLY DELETED.

SECTION 5.3 OFFICE AND STORAGE SPACE

Tenant shall keep in the Leased Premises all necessary supplies and equipment related to the Use identified in Section 1.3 above.

ARTICLE 6: SIGNS, ADDITIONS, FIXTURES, ALTERATIONS, AND LIENS

SECTION 6.1 SIGNS, AWNINGS AND CANOPIES

Tenant will not place or maintain any sign, canopy, advertising matter or other thing of any kind on the exterior of the Leased Premises, including but not limited to altering the color or appearance of the exterior, and will not place or maintain any flashing lights or window perimeter bulbs without the prior written consent of Landlord, such consent not to be withheld for any signage required by law, rule, or regulation. Tenant shall maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be consented to in good condition and repair at all times, at Tenant's sole cost and expense. Notwithstanding the foregoing, Tenant shall be permitted to place Landlord approved signage as delineated in the Lease Summary or upon Landlord's prior written approval and as depicted in Exhibit "D". Tenant is responsible for obtaining all Township approvals for its proposed signage and shall not violate any statutes or ordinances.

SECTION 6.2 TRADE FIXTURES

Tenant shall remove its trade fixtures at the expiration or sooner termination of the Term provided Tenant shall not at such time be in default, under any term, covenant or conditions contained in this Lease, and provided further that upon such removal Tenant shall promptly repair any damages to the Leased Premises caused by installation, operation or removal of its trade fixtures. If Tenant fails to remove its trade fixtures upon such expiration or sooner termination, then, at Landlord's sole option, all trade fixtures shall become the property of Landlord or be removed or disposed of and the Leased Premises repaired at the sole cost and expense of Tenant.

SECTION 6.3 ALTERATIONS

Tenant shall not make any alterations, additions, improvements or changes to the Leased Premises or the building façade or any common area without obtaining Landlord's prior written

consent, such consent not to be unreasonably withheld, conditioned or delayed. The term "Construction Work" shall mean any improvements, or betterments in or to the Leased Premises whether provided or installed by Landlord or Tenant. Tenant shall perform any Construction Work in such a manner as not to obstruct the access to the Leased Premises of any other occupant in the Shopping Center nor obstruct other Common Areas. Tenant shall present to Landlord any and all professionally prepared drawings and specifications (collectively "Plans") for further alterations, additions, improvements or changes at the time consent is sought. Any alterations, additions, improvements or changes made by Tenant shall become the property of Landlord and shall remain on the Leased Premises in the absence of a written agreement to the contrary. Tenant shall not cut or drill into any part of the Leased Premises, including but not limited to any roof, floor, or exterior or corridor wall or secure any fixture, apparatus or equipment of any kind thereto without obtaining Landlord's prior written consent, such consent not be unreasonably withheld, conditioned or delayed. Prior to the commencement of any work in or at the Leased Premises, Tenant must obtain Mechanic's Waiver of Liens, underwriters insurance, permits and any necessary governmental approvals. Tenant covenants and agrees that Tenant will not install any antennae or other communication equipment on the roof of or anywhere on the exterior of the Leased Premises.

SECTION 6.4 TENANT SHALL DISCHARGE ALL LIENS

Tenant shall promptly pay all contractors and materialmen with respect for work done by or for Tenant to the Leased Premises so as to preclude any mechanic's liens attaching to the Leased Premises or the Shopping Center. Should any lien, claim or notice thereof be filed as a result of work done by or for Tenant, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

ARTICLE 7: LEASED PREMISES MAINTENANCE, REPAIR AND SURRENDER

SECTION 7.1 LEASED PREMISES MAINTENANCE AND REPAIR BY TENANT

(a) Tenant shall at all times maintain the interior of the Leased Premises at Tenant's sole cost and expense including, without limitation, all entrances, (the inside and outside of all glass in the doors and windows), show room window moldings, partitions, doors, fixtures, equipment and appurtenances, electrical and plumbing fixtures, heating, air-conditioning and other interior mechanical installations in good order, condition, replacement and repair at Tenant's own expense. However, Structural supports, the floor (below any carpet, tile, or other floor treatment) roof, exterior walls, and the walls separating the Leased Premises from adjacent stores (collectively, "Structural Elements") and other exterior mechanical installations shall be maintained by Landlord, provided the Tenant shall give Landlord written notice of the necessity of such repairs. Landlord shall also be responsible for ensuring the common areas of the Shopping Center comply with the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (the "ADA") and other applicable statutes, ordinances, and regulations and shall, at no additional expense to Tenant, perform any alterations required to affect such compliance. If Landlord is required to make repairs to the Structural Elements by reason of Tenant's acts or omissions, then the costs of such repairs shall be Additional Rent, payable to Landlord within ten (10) days after submission of invoices there for. Tenant shall not have any work done or alterations made to the Structural Elements. In the event that Tenant is permitted by Landlord to perform any work to the Structural Elements, Tenant will not do anything which would void the roof warranty or any other warranties on the Structural Elements.

(b) Tenant shall maintain the Leased Premises at Tenant's sole cost and expense in a clean, orderly and sanitary condition, free of mold, insects, rodents and other pests or contaminants. Tenant shall not permit any undue accumulation of garbage, trash, rubbish, or other refuse, or any other flammable material, but shall remove the same at Tenant's own expense, and shall keep such refuse or flammable material in proper containers in the interior of the Leased Premises or in exterior locations designated by Landlord until removed; provided, however, Tenant may not be permitted to maintain any dumpster greater than a four-yard dumpster. If Landlord shall provide or designate a place and manner for storing or collecting refuse or garbage, Tenant shall comply with such designation. Under no circumstance will Tenant place or store any rubbish, flammable material or anything else in the mechanical room or the utility room of the Leased Premises.

(c) Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss of damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Leased Premises or any of the buildings on the Shopping Center, or otherwise, or for any loss or damage resulting to Tenant or those claiming, by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sprinkler, sewer or steam pipes unless said loss or damaged is a result of Landlord's gross negligence or willful act or omission.

SECTION 7.2 SPECIFIC COVENANTS OF TENANT

Tenant shall at its sole cost and expense,

- (1) promptly replace at its own expense with glass of like kind and quality any plate glass, door or window glass on the Leased Premises which may become cracked or broken as a result of negligence or willful misconduct by the Tenant or Tenant's invitees/guests;
- (2) not use or permit the use of any apparatus for sound reproduction or in such manner that the sound so reproduced, transmitted or produced shall not be audible outside the Leased Premises;
- (3) keep all mechanical apparatus free of vibrations and noise which may be transmitted outside of the Leased Premises;
- (4) Not cause or permit objectionable odors to emanate from the Leased Premises;
- (5) N/A
- (6) not place or maintain any goods, merchandise or other articles in any vestibule or entry of the Leased Premises, on the walks, sidewalks, driveways, or the common areas adjacent thereto, or elsewhere in the Shopping Center, other than in the Leased Premises;
- (7) maintain the Leased Premises at a temperature sufficiently high to prevent the freezing of water and pipes;
- (8) not use the plumbing facilities for any other purpose other than for that for which they are constructed and not permit any foreign substance of any kind to obstruct the same. The cost and expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees, shall be borne by Tenant;
- (9) not burn any trash or garbage of any kind in or about the Leased Premises or the Shopping Center;
- (10) comply with all laws and ordinances and all rules and regulations of lawful authorities and all recommendations of the Association of Fire Underwriters and Landlord's fire insurance carrier with the respect to the use or occupancy of the Leased Premises by Tenant, as well as supply, maintain, repair and replace for the Leased Premises, any fire extinguisher or other fire prevention

safety equipment necessary for such compliance throughout the Term and also defend, indemnify and save Landlord harmless from fines, penalties, costs or expenses, resulting from failure to do so;

(11) comply with all such reasonable rules and regulations promulgated by Landlord with respect to the Shopping Center upon notice thereof to Tenant from Landlord; provided, such rules and regulations do not unreasonably interfere with Tenant's permitted Use of the Leased Premises;

(12) conduct business in the Leased Premises in all respects in a dignified manner and in accordance with the highest standards of store operations;

(13) not distribute, or cause to be distributed, at the Shopping Center or in any part thereof, any handbills or other advertising or notices and will not conduct or permit any activities that might constitute a nuisance, or which are prurient or otherwise not generally considered appropriate in accordance with standards of operation for the Shopping Center established by Landlord;

(14) not install any antennae or other communication equipment on the roof of or anywhere on the exterior of the Leased Premises;

(15) not commit or permit waste in the Leased Premises or any nuisance or other act which may disturb the quiet enjoyment of any other Tenants in the Shopping Center;

(16) not store boxes, cartons, pallets, refuse or other materials, except in trash containers;

(17) not dispose of any hazardous materials or environmentally sensitive or restricted item of waste in any trash facilities provided by Landlord, and in lieu thereof, Tenant shall arrange, at its sole cost and expense, to have all such items removed from the Leased Premises and Shopping Center in accordance with all Governmental Requirements (hereinafter defined);

(18) not load or permit the loading or unloading of merchandise, supplies or other property, nor ship, nor receive, outside the area and entrance designated there for from time to time; not permit the parking or standing outside of said area of trucks, trailers, or other vehicles or equipment engaged in such loading or unloading in a manner which may interfere with the use of any Common Areas or any pedestrian or vehicular use and good regional shopping center practice; use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Leased Premises prior to 9:30 a.m. each day excepting routine deliveries which are part of Tenant's regular course of business;

(19) comply with all applicable federal, state and local environmental and other laws, rules, regulations, guidelines, judgments and orders and all recommendations of any public or private agency having authority over insurance rates which now or in the future enact requirements with respect to the use or occupancy of the Leased Premises by Tenant, including, without limitation the requirements imposed by the Clean Air Act which imposes, among others, requirements relating to the venting, use of, and disposal of chlorofluorocarbons and other refrigerants;

(20) not use or permit the use of any portion of the Leased Premises for any unlawful purpose, and will conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of store operation;

(21) provide, or cause to be provided all security within its Leased Premises;

(22) not, without obtaining Landlord's prior written approval, which approval may be withheld in Landlord's discretion, install any storage or propane tank, whether above or underground, at the Leased Premises or in the Shopping Center and if Landlord shall consent to such installation, Tenant will comply with all applicable laws, regulations and underwriter requirements concerning the installation, operation, and closure of such tank. Upon termination of this Lease, Landlord shall have the option of requiring that Tenant, at Tenant's sole cost and expense, perform tests relating to the condition of such tank and/or remove any tank installed by Tenant and associated

contaminated material. Tenant shall relocate such tank at Landlord's request and at Tenant's sole expense, to another location acceptable to Landlord. Tenant shall be deemed the owner and operator of any tank installed by Tenant;

(23) not dispose of cigarettes anywhere other than in the receptacles designated for that purpose, which receptacles may only be placed where designated by Landlord;

(24) not store anything in any mechanical or utility room in the Leased Premises or the Shopping Center;

(25) acknowledge that Landlord does not guarantee the safety of Tenant or Tenant's invitees against the criminal or wrongful acts of third parties; and Tenant acknowledges it must protect its own person and property;

(26) acknowledges that in the event any security devices or measures may fail or criminals may thwart same; Tenant acknowledges that Tenant does not rely on such devices and measures and that Tenant must protect itself and its property as if these devices or measures did not exist;

(27) If applicable, clean and maintain patio area; and

(28) Always maintain the business in accordance to industry standards.

SECTION 7.3 MAINTENANCE BY LANDLORD

(a) Landlord shall maintain the common areas and common facilities subject to Section 3.4. If repairs are caused by Tenant's acts or omissions, Tenant shall bear the costs and expense of such repairs. Landlord's maintenance shall include the removal of snow and ice from the parking area and all common areas, and providing lighting to walks, sidewalks, driveways, and the parking area.

(b) If Tenant refuses or neglects to repair, replace and maintain the Leased Premises as required here under, Landlord may make such repairs and replacements or perform such maintenance and Landlord shall not be liable to any Tenant for any loss, disturbance or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof. Tenant shall pay as Additional Rent to Landlord the cost and expenses of making such repairs or replacements or performing such maintenance, plus ten percent (10%) thereof, within ten (10) days after receipt of an invoice there for.

(c) Landlord makes no representations, written or oral about the safety of the community, any security devices or measures.

SECTION 7.4 HVAC MAINTENANCE

Tenant shall maintain the Heating, Ventilation and Air Condition system ("HVAC") in the Leased Premises and Tenant shall accept the HVAC system in upon written certification of it being in good working condition. Tenant shall have such HVAC system maintained, repaired, as necessary at its sole cost and expense. Tenant shall, at its sole cost and expense, keep such HVAC system under an annual service contract with an insured and qualified person or company, which contract shall provide for regular filter and/or belt changes, appropriate lubrication and other routine adjustments at the change of seasons, and other necessary periodic maintenance. Tenant shall promptly supply Landlord with a copy of such contract and renewals and replacement contracts. If Tenant fails to maintain any HVAC system as herein provided, after one (1) notice from Landlord of Tenant's failure to maintain the HVAC system, Landlord may perform such maintenance and charge Tenant for the same. Tenant shall pay Landlord for any such maintenance within ten (10) days of the presentation of a bill there for. Tenant covenants and agrees that it shall

return any HVAC units already in place or later supplied by Landlord or Tenant in a good and working order.

ARTICLE 8: INSURANCE AND INDEMNIFICATION

SECTION 8.1 TENANT'S INSURANCE AND INDEMNIFICATION

Tenant shall at all times during the Term, and any extension or renewal thereof, keep in full force and effect the insurance coverage, and be subject to the indemnification provisions, as set forth in Exhibit "E".

SECTION 8.2

INTENTIONALLY DELETED.

SECTION 8.3

INTENTIONALLY DELETED.

SECTION 8.4

INTENTIONALLY DELETED.

ARTICLE 9: UTILITIES

SECTION 9.1 UTILITY SERVICE AND CHARGES

(a) Landlord will provide at points (the "Connection Point(s)") in the Leased Premises, as determined by Landlord, the facilities (the "Utility Facilities") necessary to enable Tenant to obtain for the Leased Premises electricity, water, telephone, sanitary sewer and other utility services for which Landlord provides Utility Facilities (collectively "Utility Service"). Tenant must obtain Utility Service from the supplying private utility company, public utility company, municipality, municipality authority or the like (collectively a "Utility") or from Landlord. Before the Delivery Date and at Tenant's sole cost and expense, Tenant shall arrange for Utility Service with and from each Utility as well as Landlord if and to the extent supplied by Landlord. From and after the Delivery Date through the Rent Commencement Date and thereafter throughout the Term, Tenant shall pay for all Utility Service on or before the due dates there for directly (which payments shall be the sole responsibility of Tenant) and shall repair, replace, maintain, take good care of and restore all Utility Facilities including, without limitation, meters from and including the Connection Points to and throughout the Leased Premises. Tenant shall operate the Leased Premises in such manner as shall not burden or harm the Utility Facilities and the Utility Service supplied thereby. Landlord shall not be liable for any discontinuance, interruption, failure or other unavailability in the supply or distribution of any Utility Service and the same shall not constitute a termination of the Lease or an eviction of Tenant, except if caused by the gross negligence, or willful act or omission of Landlord. Landlord shall not be liable in damages or otherwise if any Utility Service shall become unavailable from any Utility, or anyone else including Landlord supplying or distributing Utility Service or for any discontinuance, interruption, failure or other unavailability in the supply or distribution of any Utility Service caused by repairs, replacements, improvements or other work or by any cause not within Landlord's control. Landlord reserves the right to supply one or more of the services comprising Utility Service. No service, including cable, may be by aerial wire.

SECTION 9.2 APPLICATIONS FOR UTILITIES

Within thirty (30) days after the execution of this Lease, Tenant shall make all appropriate applications to each Utility and arrangements with Landlord and pay all deposits and charges required for Utility Facilities and Utility Service in connection with the supplying of all Utility Service to the Leased Premises. In all events Tenant shall obtain Utility Service for the Leased Premises in Tenant's name before the Delivery Date and at Tenant's sole cost and expense.

SECTION 9.3 UTILITY LIENS

If any Utility Service is furnished to the Leased Premises for which a claim, lien or other charge could be filed or otherwise asserted against the Landlord, Shopping Center or Leased Premises, then and at Landlord's sole election, Tenant shall either pay the cost thereof and deliver paid receipts to Landlord at least ten (10) days before such costs are due and payable without penalty or Tenant shall pay the cost thereof to Landlord at least ten (10) days before such costs are due and payable without penalty and Landlord shall deliver the payment for such Utility Service. Tenant shall request any Utility Company servicing the Leased Premises to give Landlord prior notice of any shut-off.

SECTION 9.4

INTENTIONALLY DELETED.

ARTICLE 10: ASSIGNMENTS AND SUBLETTING

SECTION 10.1 GENERAL PROHIBITION

Tenant shall not assign Tenant's interest in this Lease or the Leased Premises, in whole or part, nor sublet all or any part of the Leased Premises, nor permit anyone other than Tenant to use, occupy, or operate the Leased Premises without the prior written consent of Landlord in each instance at Landlord's sole discretion. Consent by Landlord to any one of the foregoing in one instance shall not constitute a waiver of the necessity for such consent to any subsequent one. In the event that Landlord approves an assignment or sublet of any part of the Leased Premises, the Tenant and future assignee or subleasee shall be solely responsible for any legal and administrative fees incurred throughout the process of the assignment or sublet of the Leased Premises. Landlord's approval of said assignment or sublet in no way makes the Landlord responsible for any associated costs or fees. Any attempted transfer without such prior written consent shall be an Event of Default, shall not be binding upon Landlord, shall confer no rights upon any third person and shall not relieve Tenant of its obligations under this Lease.

SECTION 10.2

INTENTIONALLY DELETED.

ARTICLE 11: SECURITY DEPOSIT

SECTION 11 SECURITY DEPOSIT

The Security Deposit shall be \$96,098.67, representing three (3) month(s) full Annual Minimum Rent, Common Area Maintenance (CAM) and Taxes.

ARTICLE 12: CASUALTY LOSSES

SECTION 12.1 LEASED PREMISES DESTRUCTION

(a) If the Leased Premises shall be damaged by fire or other casualty normally covered by policies of fire and broad form extended coverage insurance (herein "Casualty") but are not thereby rendered un-tenantable in whole or in part, Landlord shall within a reasonable time cause such damage to the Structural Elements to be repaired, and the Rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered un-tenantable only in part, Landlord shall cause the damage to the Structural Elements to be repaired, and for any period not covered by Rent insurance the Annual Minimum Rent shall be abated in proportion to the percentage of the Leased Premises rendered un-tenantable, until the Structural Elements are repaired.

(b) If the Leased Premises shall be rendered wholly un-tenantable by reason of a Casualty, Landlord and/or Tenant shall have the right to terminate this Lease and such right may be exercised by either party giving written notice to the other within one hundred twenty (120) days of the Casualty. If Landlord does not terminate this Lease pursuant to the proceeding sentence. If neither party terminates this Lease and if Landlord's mortgagee makes sufficient insurance proceeds available, Landlord shall within a six (6) month period cause the damage to the Structural Elements to be repaired, and, for any period covered by Rent insurance, for which Landlord receives the proceeds, the Annual Minimum Rent shall be abated until the Structural Elements are repaired.

SECTION 12.2 SHOPPING CENTER DESTRUCTION

If fifty percent (50%) or more of the GLA of the Shopping Center shall be damaged or destroyed by a Casualty (whether or not the Leased Premises are affected by the Casualty), Landlord and/or Tenant shall have the right, to be exercised by either party giving written notice to the other within ninety (90) days after any such Casualty, to terminate this Lease. If such notice is given, this Lease, the Term and all of Tenant's right, title and interest to this Lease and to the Leased Premises ("Tenant's Estate") shall be null, void and of further force or effect whatsoever (herein "Terminated") upon the date set forth in such notice.

ARTICLE 13: EMINENT DOMAIN

SECTION 13.1 CONDEMNATION

(a) If any portion of the Leased Premises in the Shopping Center shall be taken or condemned by right of eminent domain for any public or quasi-public use or purpose (a "Condemnation"), Landlord and/or Tenant shall have the right to terminate this Lease, to be exercised by giving written notice to the other within sixty (60) days after possession of the property so condemned is taken by the condemning authority (the "Condemner"). If such notice is given, this Lease, the Term and Tenant's Estate shall terminate upon the date set in such notice.

(b) If this Lease is not terminated after a Condemnation, Landlord shall, if necessary, repair what may remain of the Structural Elements or erect new construction for the occupancy of Tenant and shall restore the Leased Premises as so modified substantially to their condition before the Condemnation to the extent of Landlord's Work. If a portion of the Leased Premises is condemned, the Annual Minimum Rent shall be abated in direct proportion to the amount of GLA of the Leased Premises taken until what may remain of the Leased Premises shall be repaired and rebuilt; and thereafter the Annual Minimum Rent shall be abated in direct proportion to the amount of GLA of the Leased Premises taken or condemned.

SECTION 13.2 LANDLORD'S AWARD

All damages in the event of any Condemnation shall belong solely and exclusively to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises or the Shopping Center. In the event of any taking or Condemnation, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such Condemnation. Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.

SECTION 13.3 TENANT'S AWARD

Tenant shall have the right to claim and recover from the Condemner, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the Condemnation and for and on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, but only to the extent any such awards do not diminish the award otherwise payable to Landlord.

ARTICLE 14: DEFAULT, REMEDIES AND WAIVERS

SECTION 14.1 DEFAULT DEFINED

It shall be default by Tenant under the Lease if any of the following events shall occur (each of which sometimes herein called an "Event of Default"):

- (1) Tenant shall fail to pay Rent or any other amount required to be paid by Tenant or to Landlord hereunder when such payment is due, and such failure shall continue for five (5) days after Landlord has provided written notice to Tenant of Tenant's failure to pay Rent. Landlord shall not be required to give Tenant the notice required hereunder more than twice in any Lease Year.
- (2) Tenant shall assign, sublet, or otherwise transfer or attempt to transfer to another person or entity the right to use or occupy the Leased Premises without having obtained the consent required by Section 10.1.
- (3) Tenant shall vacate or abandon the Leased Premises or fail to operate the Leased Premises in accordance with its Use and Operation of Business requirements contained in this Lease.
- (4) Tenant shall fail to perform or observe all of the terms and conditions of this Lease, other than the payment of money, in a timely fashion if a failure continues for more than ten (10) days after notice of the failure from Landlord. If such failure requires more than ten (10) days to be corrected, it shall not be deemed to be an Event of Default hereunder if Tenant commences such cure the same within ten (10) days after notice from Landlord of said default and thereafter, diligently pursues such cure.
- (5) Tenant of this Lease or Tenant's obligations under this Lease shall be adjudicated insolvent in bankruptcy proceedings or equity proceedings, or if an involuntary petition in bankruptcy is filed against Tenant which is not withdrawn within sixty (60) days, or if a voluntary petition in bankruptcy is filed by Tenant, or if Tenant shall make a general assignment for the benefit of creditors, or voluntarily take the benefit or claim to be insolvent under any of the provisions of the Bankruptcy code, or if a permanent trustee or receiver shall be appointed for Tenant, or for the property of any of them, or if Tenant's Estate shall (except as herein before expressly permitted) be transferred or pass to or devolve, by operation of law or otherwise, upon anyone other than Tenant.

Upon any Event of Default Landlord may exercise any or all of the remedies herein set forth or available at law or in equity, but in no event shall Tenant be liable for consequential or punitive damages. No notice need be given by Landlord pursuant to this Section 14.1 for an Event of Default enumerated in Sections 14.1 (2); 14.1 (3); or 14.1 (5). If Tenant fails to respond to Landlord's notice pursuant to Section 21.8 within ten (10) days, or within the time period set forth therein, and such failure continues for a five (5) days following a second request from Landlord, Tenant shall have waived its opportunity to cure and the same shall constitute an Event of Default.

SECTION 14.2

INTENTIONALLY DELETED.

SECTION 14.3 TERMINATE AND RELET

(a) If there is an Event of Default with failure to cure then Landlord may terminate this Lease upon five (5) days' notice to Tenant or may from time to time without terminating this Lease make alterations and repairs and perform other work including without limitation, interior demolition and removal work as may be necessary in order to relet the Leased Premises and to relet the Leased Premises or any part thereof for such term or terms, which may extend beyond the Term, for such rentals and upon such other terms, covenants and conditions as Landlord in Landlord's sole discretion may deem advisable. (Tenant shall have ten (10) business days from the date Landlord provides said notice of an Event of Default in order to cure said Default (herein "Cure Period"). All rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations, repairs and other work; third to the payment of Annual Minimum Rent, Additional Rent, and other Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of Accelerated Rent and other amounts the same may become due and payable hereunder. If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No re-entry or taking of possession of the Leased Premises by Landlord shall be construed as an election on his part to terminate the Lease unless a written notice of such intention is given by Landlord to Tenant.

(b) Should Landlord at any time terminate this Lease for any Event of Default, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages which Landlord may incur by reason of such Event of Default including without limitation the cost and expense of recovering the Leased Premises, attorney fees, Landlord fees and the excess, if any, of the amount of Rent and other charges reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Leased Premises for the remainder of the Term. The Rent for each Year of the unexpired Term shall be equal to the Annual Minimum Rent, if any, plus amounts for Base CAM Charges with all applicable Base CAM Charges Increases, based on an increase annually at the "Default Rate" (herein defined), plus Tax Charges computed with an assumed annual increase at the Default Rate. The term "Default Rate" means the Prime Rate of PNC Bank, NA plus three percent (3%) interest per annum. Landlord shall use commercially reasonable standards to relet the Leased Premises.

(c) Upon a termination of this Lease by Landlord after an Event of Default, Tenant's Estate shall wholly cease and expire and become void in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in Landlord's notice of termination were

the date herein originally specified for the expiration of the Term, and Tenant shall immediately quit and surrender the Leased Premises to Landlord, including any and all improvements thereon, and Landlord may enter into and repossess the Leased Premises immediately by summary proceedings, detainer, ejectment, self-help, or otherwise and remove all occupants thereof, and, at Landlord's sole option, any property thereon, without being liable to indictment, prosecution or damage thereof.

SECTION 14.4 WAIVER OF NOTICE

If proceedings shall be commenced by Landlord to recover possession of the Leased Premises either at the end of the Term or upon an Event of Default or otherwise, Tenant expressly waives all rights to legal notice by The Landlord and Tenant Act, other statute or common law, and agrees that in any case the notice period hereinafter set forth shall be sufficient. Without limiting the forgoing, Tenant hereby waives any and all demands, notices of intention and notices of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by Landlord by summary proceedings, ejectment or otherwise, except as hereinbefore expressly provided with respect to the notice; provided, however, that this shall not be construed as a waiver by Tenant of any notices for which this Lease expressly provides or to which Tenant is entitled pursuant to PA. R.C.P. Rule 236 or any successor rule thereto.

SECTION 14.5

INTENTIONALLY DELETED.

SECTION 14.6

INTENTIONALLY DELETED.

SECTION 14.7 RIGHTS OF REDEMPTION WAIVED

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted, or in the event of Landlord obtaining possession of the Leased Premises by reason of any Event of Default.

SECTION 14.8

INTENTIONALLY DELETED.

SECTION 14.9 ENTRY OF JUDGMENT/CONFESSION OF JUDGMENT

(A) TENANT COVENANTS AND AGREES THAT IF THERE IS AN EVENT OF DEFAULT, AND NO CURE WITHIN THE DEFINED CURE PERIOD HEREIN, THEN, LANDLORD MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST TENANT AND, FOR THOSE PURPOSES, TENANT HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR LANDLORD (AS WELL AS SOMEONE ACTING FOR LANDLORD) IN ANY AND ALL ACTIONS COMMENCED AGAINST TENANT FOR RECOVERY OF RENT AND/OR OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES IN THIS LEASE AGREED TO BE PAID BY TENANT, OR PAID TO LANDLORD, TO APPEAR FOR TENANT AND

ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST TENANT FOR ALL OR ANY PART OF THE RENT AND/OR OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES IN THIS LEASE AGREED TO BE PAID BY TENANT, OR PAID TO LANDLORD, INCLUDING, WITHOUT LIMITATION, AMOUNTS OF ACCELERATED RENT UNDER SECTION 14.8 TOGETHER WITH INTEREST AND COSTS, AS WELL AS AN ATTORNEYS' COMMISSION OF FIVE PERCENT (5%) OF THE FULL AMOUNT OF SUCH RENT, CHARGES, PAYMENTS, COSTS AND EXPENSES AND OTHER AMOUNTS AND, THEREUPON, WRITS OF EXECUTION AS WELL AS ATTACHMENT MAY FORTHWITH ISSUE AND BE SERVED WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; (I) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT, SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST TENANT FROM TIME TO TIME AS OFTEN AS ANY OF THE RENT INCLUDING, WITHOUT LIMITATION, ACCELERATED RENT, CHARGES, PAYMENTS, COSTS AND EXPENSES AND OTHER AMOUNTS SHALL FALL DUE, OR BE OR BECOME DUE, OR BE IN ARREARS AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED DURING AS WELL AS AFTER THE TERMINATION OR EXPIRATION OF THE TERM AND/OR DURING OR AFTER A RENEWAL OPTION TERM AND ANY OTHER EXTENSIONS OF THE TERM OR RENEWALS TO THIS LEASE; AND (II) THE PROVISIONS OF SECTION 14.9(C) HEREOF ARE INCORPORATED HEREIN BY THIS REFERENCE THERETO.

(B) TENANT COVENANTS AND AGREES THAT IF THERE IS AN EVENT OF DEFAULT, AND NO CURE WITHIN THE DEFINED CURE PERIOD HEREIN, OR THIS LEASE IS TERMINATED OR THE TERM, INCLUDING, WITHOUT LIMITATION, A RENEWAL OPTION TERM OR ANY OTHER EXTENSIONS OR RENEWALS THEREOF IS TERMINATED OR EXPIRES, THEN, AND IN ADDITION TO THE RIGHTS AND REMEDIES SET FORTH IN SECTION 14.9(A), LANDLORD MAY, WITHOUT LIMITATION, CAUSE JUDGMENT IN EJECTMENT FOR POSSESSION OF THE LEASED PREMISES TO BE ENTERED AGAINST TENANT AND, FOR THOSE PURPOSES, TENANT HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR LANDLORD (AS WELL AS SOMEONE ACTING FOR LANDLORD) IN ANY AND ALL ACTIONS COMMENCED FOR RECOVERY OF POSSESSION OF THE LEASED PREMISES TO APPEAR FOR TENANT AND CONFESS OR OTHERWISE ENTER JUDGMENT IN EJECTMENT FOR POSSESSION OF THE LEASED PREMISES AGAINST TENANT AND ALL PERSONS ACTING, HOLDING OR CLAIMING DIRECTLY OR INDIRECTLY BY, THROUGH OR UNDER TENANT, AND THEREUPON WRITS OF POSSESSION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; (II) IF, FOR ANY REASON, AFTER THE FOREGOING ACTION OR ACTIONS SHALL HAVE BEEN COMMENCED, IT SHALL BE DETERMINED THAT POSSESSION OF THE LEASED PREMISES SHOULD REMAIN IN OR BE RESTORED

TO TENANT, LANDLORD SHALL HAVE THE RIGHT TO COMMENCE ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE LEASED PREMISES INCLUDING, WITHOUT LIMITATION, APPEARING FOR TENANT AND CONFESSING OR OTHERWISE ENTERING JUDGMENT FOR POSSESSION OF THE LEASED PREMISES AS HEREINBEFORE SET FORTH; AND (III) THE PROVISIONS OF SECTION 14.9 (C) HEREOF ARE INCORPORATED HEREBY BY THIS REFERENCE THERETO.

(C) IN ANY ACTION OR PROCEEDING DESCRIBED IN SECTION 14.9 (A) AND/OR SECTION 14.9 (B), OR IN CONNECTION THEREWITH, IF A COPY OF THIS LEASE IS THEREIN VERIFIED BY LANDLORD (OR SOMEONE ACTING FOR LANDLORD) TO BE A TRUE AND CORRECT COPY OF THIS LEASE, SUCH COPY SHALL BE CONCLUSIVELY PRESUMED TO BE TRUE AND CORRECT BY VIRTUE OF SUCH VERIFICATION AND IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL OF THIS LEASE, ANY STATUTE, RULE OF COURT OR LAW, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING. TENANT HEREBY RELEASES TO LANDLORD, ANYONE ACTING FOR LANDLORD, AND ALL ATTORNEYS WHO MAY APPEAR FOR TENANT ALL ERRORS IN PROCEDURE REGARDING THE ENTRY OF JUDGMENT OR JUDGMENTS BY CONFESSION OR OTHERWISE BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED HEREIN, AND ALL LIABILITY THEREFOR. THE RIGHT TO ENTER JUDGMENT OR JUDGMENTS BY CONFESSION OR OTHERWISE BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED HEREIN AND TO ENFORCE ALL OF THE OTHER PROVISIONS OF THIS LEASE MAY BE EXERCISED BY ANY ASSIGNEE OF LANDLORD'S RIGHT, TITLE AND INTEREST IN THIS LEASE AND IN SUCH ASSIGNEE'S OWN NAME, ANY STATUTE, RULE OF COURT OR LAW, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

(D) NO TERMINATION OF THIS LEASE, NOR TAKING, NOR RECOVERING POSSESSION OF THE LEASED PREMISES SHALL DEPRIVE LANDLORD OF ANY RIGHTS, REMEDIES OR ACTIONS AGAINST TENANT FOR DAMAGES OR RENT DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT HEREIN CONTAINED NOR SHALL THE COMMENCEMENT OR MAINTENANCE OF ANY SUCH ACTION FOR RENT, BREACH OF COVENANT OR CONDITION, OR THE RESORT TO ANY OTHER RIGHT, REMEDY OR ACTION HEREIN PROVIDED OR AT LAW OR IN EQUITY BE DEEMED TO BE A WAIVER OF THE RIGHT OF LANDLORD TO RECOVER POSSESSION OF THE LEASED PREMISES.

The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to exclude any of the other rights and remedies.

SECTION 14.10

INTENTIONALLY DELETED.

SECTION 14.11 PERFORMANCE OF TENANT'S COVENANTS

If there is an Event of Default by Tenant, Landlord may act to remedy the same, including entering upon the Leased Premises or paying money, and charge Tenant there for in the amount thereof and Tenant shall pay such charge as Additional Rent within ten (10) days after presentation of Landlord's invoice. Landlord shall have no liability to Tenant for any loss, disturbance, or damage resulting in any way for such action.

SECTION 14.12

INTENTIONALLY DELETED.

ARTICLE 15: OFFSET STATEMENT, ATTORNMENT, AND SUBORDINATION

SECTION 15.1 OFFSET STATEMENT

Within ten (10) days after a request by Landlord, Tenant shall deliver in recordable form a certificate to any proposed mortgagee or purchaser or to Landlord certifying that this Lease is in full force and effect, whether any amendments hereto exist and, if so, the dates of such amendments, the date to which Rent is paid, that the Landlord is not in breach of this Lease (as it may be amended) or the nature of any breaches and defaults, the extent of any remaining options to renew or extend the Term, and that no options exist to purchase, further lease or acquire any portion of the Shopping Center.

SECTION 15.2 ATTORNMENT

If requested by a mortgagee of Landlord, or if any proceedings are brought for the foreclosure of, or if there is an exercise of the power of sale or other right to obtain possession under, any mortgage or installment sale agreement covering the Shopping Center, Tenant shall attorn to the person acquiring the Shopping Center or right of possession upon any such foreclosure, sale or exercise of such other right, and recognize such person as Landlord under this Lease. Such person shall not be (a) liable for any act or omission of Landlord, (b) subject to defenses Tenant may have against Landlord (c) bound by any amendment to this Lease to which the mortgagee has not consented. For the purpose of this Section 15.2, the term "mortgagee" shall include an industrial development authority or like body holding legal title to the Shopping Center or a portion thereof.

SECTION 15.3 SUBORDINATION

This Lease, Tenant's Estate and all of Tenant's rights hereunder are subject and subordinate to any installment sale agreement or other arrangement for right to possession under which Landlord is in control of the Leased Premises and the Shopping Center, and to any and all mortgages now or hereafter placed upon the Leased Premises and the Shopping Center, including renewals, amendments, extensions, and replacements, and consolidations of the foregoing.

SECTION 15.4 CONFIRMATION OF SUBORDINATION

Tenant agrees that, upon the request of this Landlord, or any applicable landlord, mortgagee or trustee of right, Tenant shall review and execute if accurate and deliver whatever instruments may be required for such purposes and to carry out the intent of this Section 15.4 and in the event Tenant fails to do so within fifteen (15) days after demand in writing, followed by a further five (5) day follow up written notice, Tenant shall be deemed to have committed an Event of Default.

ARTICLE 16: LANDLORD RIGHT OF ENTRY

Landlord or Landlord's agent shall have the right to enter the Leased Premises upon 48 hours notice to Tenant (except in the case of an emergency) to examine the same and to show them to prospective mortgagees, tenants, and purchasers of the Shopping Center. Repairs, alterations, improvements and additions to the Leased Premises or the Shopping Center shall be done during off hours when applicable so as not to disrupt the quiet enjoyment of the Tenant. Landlord may take into and on the Leased Premises all workmen, material and equipment that may be required there for without the same constituting an eviction of Tenant in whole or in part, and the Rent reserved may be abated in whole or in part while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise depending on such work and disruptions. During the six (6) months prior to the expiration of the Term, Landlord may place upon the Leased Premises "For Rent" notices, which notices Tenant shall permit to remain without molestation. Landlord may also place "For Sale" signs on the Leased Premises. If Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key. Nothing in this Article 16 shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Leased Premises, or any part thereof.

ARTICLE 17: TENANT'S PROPERTY

SECTION 17.1 TAXES ON LEASEHOLD

Tenant shall be responsible for and shall pay before they become delinquent all taxes assessed against any leasehold interest or property of any kind owned by Tenant or placed in, on or about the Leased Premises by Tenant, or any one acting, claiming or holding directly or indirectly by, through or under Tenant unless delinquency is caused by Landlord's gross negligence and/or willfulness.

SECTION 17.2 LOSS AND DAMAGE WAIVERS

Landlord, its agents, servants, contractors and employees, shall not be liable for any damage to property of Tenant or of anyone else located on the Leased Premises, nor for the loss of, or damage to, any property of Tenant or of others by theft or otherwise. Landlord, its agents, servants, contractors and employees, shall not be liable for any injury or damage to persons or property resulting from fire, explosion, collapse, falling plaster, steam gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or of the Shopping Center or from the pipes, sprinklers, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause, but for its own gross negligence and/or willful acts or omissions. Landlord, its agents, servants, contractors and employees, shall not be liable for any injury or damage to persons or property caused by other tenants or anyone in the Leased Premises or the Shopping Center or by the public but for its own gross negligence and/or willful acts or omissions. Landlord, its agents, servants, contractors and employees, shall not be liable for any latent defect in the Leased Premises or in the Shopping Center. All property of Tenant and anyone else kept or stored on the Leased Premises shall be kept or stored at Tenant's sole risk, cost and expense and Tenant shall defend, indemnify and hold Landlord and Agent harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers.

SECTION 17.3 ACCIDENT NOTICES

Tenant shall give immediate notice to Landlord in case of fire or accident in the Leased Premises, or any other material damage to the Leased Premises whatsoever.

ARTICLE 18: SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the several respective heirs, successors and assigns of Landlord and the permitted successors and assigns of Tenant. If there shall be more than one person or entity comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and conditions of this Lease.

ARTICLE 19: QUIET ENJOYMENT

Upon payment by Tenant of the Annual Minimum Rent, Additional Rent and other Rent herein provided, and upon the observance and performance of all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Landlord, except in cases of emergency, or any other person or persons lawfully claiming by, through or under Landlord, except in cases of emergency, subject, nevertheless, to the terms, covenants and conditions of this Lease and the mortgages, leases and other encumbrances to which this Lease and Tenant are and are hereby made subject and subordinate.

ARTICLE 20: (INTENTIONALLY DELETED)

ARTICLE 21: MISCELLANEOUS

SECTION 21.1 LANDLORD'S FAILURE TO EXERCISE ANY RIGHTS

Any statute, law, usage or custom or practice to the contrary notwithstanding, Landlord shall have the right at all times to strictly enforce the terms, covenants and conditions of this Lease, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time(s). The Landlord's failure to exercise any of its rights under this Lease, at Law or in Equity or refraining from acting upon any breach or Event of Default with respect to any term, covenant or condition herein contained shall not be deemed to be a waiver of any of Landlord's rights or a waiver of such term, covenant or condition. The waiver of any one or subsequent breach of any term, covenant or condition of this Lease or an Event of Default as to the same or any other term, covenant or condition herein contained, shall in no event be deemed a waiver of any future exercise of Landlord's rights or a waiver of any future Event of Default. The acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any breach or Event of Default regardless of Landlord's knowledge thereof at the time of acceptance of such Rent. No term, covenant, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and specific.

SECTION 21.2

INTENTIONALLY DELETED.

SECTION 21.3 ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than is due hereby shall be deemed to be other than on account of the earliest Annual Minimum Rent, Additional Rent or

other Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord or Landlord's bank may accept such check or payment without prejudice to Landlord's rights and remedies to recover the balance of sums owed or pursue any other right and remedy.

SECTION 21.4 ENTIRE AGREEMENT

This Lease sets forth all the terms, covenants and conditions between Landlord and Tenant concerning the Leased Premises and there are no terms, covenants or conditions, either oral or written, between them other than as are herein set forth. No subsequent alterations, amendments, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

SECTION 21.5

INTENTIONALLY DELETED.

SECTION 21.6

INTENTIONALLY DELETED.

SECTION 21.7 NO PARTNERSHIP

Landlord is not and shall not, in any way or for any purpose become a partner of Tenant in the conduct of its business, or a member of a joint enterprise or joint venture with Tenant. Nothing herein contained shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto.

SECTION 21.8 NOTICES

Any notice must be in writing and shall be deemed given only if such notice is sent, by certified or registered mail, postage prepaid, or by courier guaranteed overnight delivery (e.g. Federal Express) addressed to the party at the address set forth on Page 1 and herein below restated in this Section 21.8, or at such other address as such party may designate by written notice from time to time. Notice provided in any other way or by any other means will be considered null and void.

LANDLORD ADDRESS:

PRDB Springfield Limited Partnership
c/o National Realty Corporation
1001 Baltimore Pike
Springfield, PA 19064

TENANT ADDRESS:

Pennsylvania Cyber Charter School
652 Midland Avenue
Midland PA, 15059

SECTION 21.9 CAPTIONS

The captions, Section numbers, Article numbers, and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the Sections or Articles of the Lease or in any way affect this Lease.

SECTION 21.10 CONSTRUCTION OF LEASE

Although the provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

SECTION 21.11 TENANT DEFINED AND PRONOUNS

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, whether there is one or more such person or party. If there shall be more than one such person or party, any notice required or permitted by the terms of this Lease shall be sent to the address set forth on Page 1. The use of the neuter singular pronoun to refer to Tenant or the masculine singular pronoun to refer to Landlord shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation or a group of two or more individuals or entities. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one individual or person comprising Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 21.12 NO OPTION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution by Tenant and Landlord and delivery thereof by Landlord of an executed original copy thereof to Tenant.

SECTION 21.13 RECORDING

Tenant shall not record this Lease without the written consent of Landlord. If requested by Landlord, a memorandum or short form lease shall be executed or delivered by Tenant in recordable form to be recorded.

SECTION 21.14 CORPORATE TENANTS

In the event the Tenant hereunder is a corporation, the persons executing this Lease on behalf of the Tenant hereby covenant and warrant that: (i) the Tenant is duly constituted corporation qualified to do business in the state in which the Shopping Center is located; (ii) all Tenant's franchise, corporate and other lienable taxes have been paid to date; (iii) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (iv) such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

SECTION 21.15 ENVIRONMENTAL COMPLIANCE

(a) Tenant hereby covenants and agrees to use and occupy the Leased Premises and to conduct its business and operations thereupon in full compliance with all applicable statutes, codes, rules, regulations, and ordinances as they may change from time to time pertaining to the protection of the environment and to hazardous substances and hazardous waste as those terms may be

defined from time to time in such statutes, codes, rules, regulations and ordinances ("Environmental Laws").

(b) Tenant shall promptly provide Landlord with copies of all correspondence from or to the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Resources or any other federal, state or local governmental agency which pertains to the Leased Premises regarding but not limited to the following: (i) Tenant's compliance with the Environmental Laws; (ii) Any permits which Tenant may be required to obtain pursuant to the Environmental Laws; and (iii) Any release or threat of release of a hazardous substance or hazardous waste which has occurred in the Leased Premises.

(c) Tenant shall immediately notify Landlord of its receipt of any notices of alleged violations of the Environmental Laws from any other party including but not limited to governmental agencies including request for information.

(d) Tenant shall promptly provide Landlord with copies of any documents required to be kept or prepared by Tenant or maintained at the Leased Premises pursuant to the Pennsylvania Worker Right to Know Act, 35 P.S. 7301 et. seq., and the regulations promulgated thereunder.

(e) Tenant shall promptly supply to Landlord true and complete copies of all sampling and test results obtained from any samples and tests taken at or around the Leased Premises.

(f) In the event of any "release" of a "hazardous substance" or "hazardous waste" as those terms are defined in any of the Environmental Laws, which release requires notification of any governmental agency, Tenant shall immediately notify Landlord of the release and promptly provide a full, true and complete description of the release, the substances involved and the remedial efforts taken.

(g) At any time during the term hereof, Landlord shall have the immediate right to enter upon the Leased Premises to inspect the Leased Premises and to evaluate Tenant's compliance with the Environmental Laws. Such right of access shall include a right to review Tenant's records pertaining to compliance with the Environmental Laws. Tenant hereby agrees to cooperate with Landlord in any such inspection and evaluation.

(h) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against, any and all claims, demands, judgments, suites, liens, actions, and other proceedings, arising out of or relating to the removal, remediation, corrective action or cleanup of any hazardous waste or hazardous substance as defined in the Environmental Laws now or hereafter applicable to the Leased Premises or the Shopping Center and resulting from or arising out of Tenant's, its subtenants', assignees', concessionaires', or any of Tenant's or its subtenants', assignees' or concessionaires' agents', servants', contractors', employees' or invitees use, operation and occupation thereof during the term of this Lease. Such indemnification shall include, but is not limited to costs of investigation, engineering fees, attorneys' fees, costs of remediation and clean up and future site maintenance.

(i) Prior to the commencement date of this Lease, Tenant shall promptly supply to Landlord an affidavit of an officer or principal of Tenant setting forth Tenant's SIC number and a detailed description of Tenant's operation and the process Tenant will undertake at the Leased Premises, including a description and quantifying of any hazardous substances and hazardous waste generated, manufactured, refined, transported, treated, stored, handled or disposed of at or from the Leased Premises. Following the commencement of this Lease Term, Tenant shall promptly update this affidavit in the event of any changes in Tenant's Use or operations, SIC number or use of hazardous substances and waste. Tenant shall also promptly supplement and update such affidavit upon each anniversary of the commencement of the Lease term.

(j) Tenant shall be responsible for treating (at Tenant's sole cost and expense) in accordance with all applicable laws, regulations and health directives, any moisture, mold or other fungus growth situate within the Leased Premises. Upon the discovery of any moisture or fungus growth situate within the Leased Premises, in addition to notifying all governmental and health agencies for which it is required to give notice of such growth, Tenant shall promptly notify Landlord of the presence of such moisture or fungus growth situate within the Leased Premises. Tenant shall, in addition, promptly send Landlord copies of all notices to which it sends to any governmental agencies or health agencies in connection with the moisture or fungus growth situate within the Leased Premises as well as notifying Landlord with copies of any correspondence it receives from any governmental agency or health agency in connection with the presence of moisture or fungus growth situate within the Leased Premises. Tenant shall also promptly notify Landlord of all steps which it or any governmental agency or health agency is taking to treat the condition. Tenant will indemnify, defend and save Landlord and its Agents harmless from and against any and all claims, actions, damages, liabilities and expense in connection with personal injury or damage to Tenant, its agents, servants, contractors, employees and invitees and any third persons in connection with the presence of moisture or fungus growth situate within the Leased Premises. Such indemnification shall include any and all fines, costs, charges or other levies imposed by governmental authorities in connection with the presence of moisture, mold or other fungus growth situate within the Leased Premises as well as all attorney fees and other court costs in connection with the defense of the same. If Landlord is not satisfied with Tenant's remediation of any moisture or fungus growth situate within the Leased Premises, Landlord shall have the option (but shall not be deemed required pursuant to the terms of this clause) to treat the moisture or fungus growth situate within the Leased Premises and charge Tenant the costs incurred by Landlord in the treatment thereof plus an administration fee of ten percent (10%) of the cost thereof to cover Landlord's time and effort. Such costs plus the administration fee shall be deemed Additional Rent pursuant to the terms of this Lease and shall be payable to Landlord by Tenant within ten (10) days of Landlord's billing.

(k) All terms and conditions of this Section 21.15 shall survive the termination of this Lease Agreement for so long as any liability may arise under the Environmental Laws with respect to the Leased Premises. To the best of Landlord's knowledge, Landlord will deliver the Leased Premises free of all Hazardous Materials to Tenant upon Commencement Date.

SECTION 21.16 FINALIZATION OF CHARGES

Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of sixty (60) days after receipt thereof shall, at Landlord's sole option, constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or billing a final and binding account stated between Landlord and Tenant. Tenant shall have the right to request an audit and review of the applicable charges, statements, invoices or billing following Tenant's receipt of Landlord's statement for reimbursement for taxes and insurance and any CAM costs.

SECTION 21.17 FINANCIAL INFORMATION

If Tenant is in default, Tenant shall at any time during the term of this Lease and within ten (10) days of written request from Landlord, deliver to Landlord Tenant's then most current quarterly report.

SECTION 21.18 CONFIDENTIALITY

INTENTIONALLY DELETED.

SECTION 21.19 AGENT

(a) National Realty Corporation, or any subsequent real estate broker or agent engaged by Landlord, is acting as agent only and shall not in any event be held liable to Landlord or to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants, or conditions of this Lease or for any actions or proceedings that may be taken by Landlord against Tenant or by Tenant against Landlord.

(b) Tenant represents and warrants that it has dealt with no brokers, finders or anyone else, except for National Realty Corporation, in connection with the execution of this Lease and has incurred no claims for brokerage commissions or finder fees in connection with the execution of this Lease. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all liabilities and from any claim for such commissions or fees, including, without limitation, attorney fees in connection therewith any of the above, arising out of Tenant's dealings with brokers, except for National Realty Corporation, finders or anyone else.

SECTION 21.20 HOLDOVER

(a) If Tenant remains in possession of the Leased Premises after the expiration or sooner termination of the Term with Landlord's written consent (a "Holdover with Consent"), it shall be deemed to be occupying the Leased Premises as a tenant from month to month, at the Annual Minimum Rent, Additional Rent and other Rent as are herein specified for a Holdover with Consent period (prorated on a monthly basis), and Tenant shall continue to be subject to all conditions, provisions and obligations of this Lease while under any month to month tenancy as well as during any other tenancy. In the event of a Holdover with Consent, the Annual Minimum Rent and Base CAM Charges shall be paid at one-hundred and twenty-five percent (125%) of the amounts scheduled for the last Lease Year during the Holdover with Consent period.

(b) In the event that the Tenant remains in possession of the Leased Premises after the expiration or sooner termination of the Term without Landlord's consent (a "Holdover without Consent"), Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance and shall be charged a rate of one-hundred and fifty (150%) of the amounts scheduled for the last Lease Year for amounts of the Annual Minimum Rent, Additional Rent, and other Rent (prorated on a monthly basis). As a tenant at sufferance, Tenant shall continue to be subject to all conditions, provisions, and obligations of this Lease and Landlord shall have all of the rights and remedies Landlord would have hereunder in the case of an Event of Default.

SECTION 21.21 INTEREST

If monthly installments of Annual Minimum Rent, Additional Rent, and other Rent are not paid within five (5) days after they are due, Tenant shall pay Landlord interest at the rate of three percent (3%) of the total (the "Interest Charge") on each such late payment every month as Additional Rent for the expense of Landlord in collecting and monitoring payment of such late payment. The Interest Charge shall commence on the date the payment was due and shall continue until the Rent due is paid in full together with the Interest Charge paid in full.

SECTION 21.22 ADMINISTRATIVE FEE

If monthly installments of Annual Minimum Rent, Additional Rent, and other Rent are not paid within five (5) days after they are due, Tenant shall pay Landlord a one-time administrative fee (the "Administrative Fee") equal to ten percent (10%) of the delinquency, for Landlord's cost

of collecting any delinquency. Notwithstanding the foregoing, before imposing the Administrative Fee, Landlord shall provide a written notice to Tenant for the first two (2) delinquent Tenant payments in any consecutive twelve (12) month period and Tenant shall have no obligation to pay the Administrative Fee if Tenant remits the Tenant payment within five (5) days of such notice.

SECTION 21.23 FORCE MAJEURE

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing such act, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 21.23 shall not excuse Tenant from Tenant's obligation to make payment of the Annual Minimum Rent, Additional Rent and other rent at the times set forth in this Lease, nor excuse any late payment thereof.

SECTION 21.24 CHANGES IN GLA

Changes in the amount of any particular GLA occurring during any calendar month shall be effective on the first (1st) day of the next succeeding calendar month, and the amount of any GLA in effect for the whole of any twelve (12) month period shall be the average of the total amounts in effect on the first (1st) day of each calendar month in such twelve (12) month period.

SECTION 21.25 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. It is the intention of the Parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other which would render the provision valid, then the provision shall have the meaning which would render it valid.

SECTION 21.26 SURRENDER OF PREMISES

At the expiration or sooner termination of the Term, Tenant shall peaceably surrender the Leased Premises in broom clean condition; in substantially the same condition as present on the date the most recent improvement or upgrade was completed, subject to Tenant's right to remove trade fixtures pursuant to Section 6.2 herein; and in the state of repair Tenant is required to maintain during the Term, normal wear and tear excepted. Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. In the event that Tenant fails to deliver the keys to the Leased Premises to Landlord as aforesaid then Landlord shall replace all locks and keys to the Leased Premises and the cost thereof shall be charged to Tenant, due immediately upon receipt, or deducted from Tenant's Security Deposit, if any. In the event the Leased Premises contains any item or fixture, such as, but not limited to, a walk in safe or refrigerator, and Tenant is either not permitted to remove for reasons such as, but not limited to, uncured delinquency in Rents due to Landlord or its conversion to fixture status, or is not otherwise required to remove same, if the cost of removal can reasonably bear a cost of \$1,000 or greater, at

Landlord's sole option, Tenant shall promptly, at its sole cost and expense, cause same to be removed; fully repair all damage resulting from or in connection with such removal; and/or restore all areas once containing the removed item(s) to the condition present prior to the initial installation.

SECTION 21.27 LANDLORD DEFINED

The term "Landlord" as used in this Lease shall refer only to the owner for the time being of Landlord's right, title and interest in this Lease and estate in the Leased Premises. Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of Landlord's right, title and interest in the Lease and estate in the Leased Premises, and it shall be construed without further agreement between the Parties that the transferee shall own or hold the same Leased Premises. The provisions of this Section 21.27 shall apply to each successive transfer of Landlord's right, title and interest in this Lease and estate in the Leased Premises. If Landlord shall be in default under this Lease and, if, as a consequence of such default, a judgment or order is entered against Landlord (whether alone or with others) such judgment or order shall be satisfied only out of the proceeds of sale received upon execution of such judgment or order and levied thereon against the right, title and interest of Landlord in the Shopping Center as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord or Agent, other than Landlord's right, title and interest in the Shopping Center as hereinbefore expressly provided.

SECTION 21.28

INTENTIONALLY DELETED.

SECTION 21.29

INTENTIONALLY DELETED.

SECTION 21.30 GUARANTY

INTENTIONALLY DELETED.

ATTACHED TO AND MADE A PART OF THIS LEASE:

- Exhibit A: Leased Premises Interior Layout and Site Plan
- Exhibit B: Shopping Center / Legal Description
- Exhibit C: Landlord Work Description
- Exhibit D: Tenant's Proposed Signage Design
- Exhibit E: Tenant's Indemnification and Required Insurance
- Exhibit F: Shopping Center Exclusives

IN WITNESS THEREOF, with intent to be legally bound and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, having such authority to sign, hereto have set their hand and seals as of the date first appearing above.

LANDLORD: PRDB Springfield, a limited partnership
a _____ company

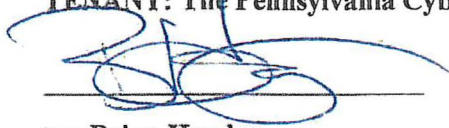
Paula Bolton agent, pres. NRC
By: Rubin SIX Penn Center, LLC
its sole general partner

WITNESS: _____

By: PRDB Springfield, LLC, its general partner

Paula Bolton agent, pres NRC
WITNESS: _____

TENANT: The Pennsylvania Cyber Charter School



By: Brian Hayden
CEO

WITNESS: 

ACKNOWLEDGMENT AND NOTARIZATION

THIS LEASE PROVIDES FOR THE REMEDY OF CONFESSION OF JUDGMENT BY LANDLORD AND WAIVES CERTAIN OTHER RIGHTS AND REMEDIES BY TENANT.

TENANT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS LEASE, INCLUDING THE CONFESSION OF JUDGMENT, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

TENANT: Pennsylvania Cyber Charter School
a Pennsylvania not for profit company

By: [Signature]
Brian Hayden, CEO

COMMONWEALTH OF PENNSYLVANIA :
: SS

COUNTY OF BEAVER :

On this, the 2 day of February, A.D. 2021, before me, the undersigned officer, personally appeared Brian Hayden, who acknowledged himself to be the CEO of Pennsylvania Cyber Charter School and being duly sworn according to law deposes and says that he, as such officer, being authorized to do so, executed the foregoing Lease for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public
My Commission Expires

Commonwealth of Pennsylvania - Notary Seal
Melissa Boring, Notary Public
Allegheny County
My commission expires March 22, 2023
Commission number 1231793
Member, Pennsylvania Association of Notaries

Exhibit "A"

Leased Premises Interior Layout and Site Plan

Forthcoming

Exhibit "B"

Springfield Park Shopping Center:
Shopping Center / Legal Description

Exhibit "C"

Landlords Work Description:

- a. Landlord shall be responsible for completion of the build-out work consistent with the final build-out plans which shall be prepared by Landlord with Tenant approval. Landlord shall provide Tenant with a tenant improvement allowance of the first six (6) months' rent to be applied against the construction costs (soft and hard) of the build-out work (Landlord's Work).
- b. Tenant shall be responsible for all costs for Landlord's Work in excess of the Improvement Allowance (such excess costs being the "Tenant's TI Share") as follows: (i) Upon final execution of the construction contract by Landlord for said buildout, Tenant shall advance to Landlord (80%) of the estimated Tenant's TI Share; and (ii) Upon completion of the Landlord's Work, Tenant shall, within ten days of receipt of an invoice and related back-up materials, reimburse Landlord the amount of the actual Tenant's TI Share, less the sum paid by Tenant under (i) above. Notwithstanding anything contained herein to the contrary, Landlord and Tenant hereby acknowledge and agree that (i) the construction contract for the build-out work shall be a guaranteed maximum price contract, (iii) the construction contract for the build-out work shall provide that Tenant must approve any and all change orders in advance, (iv) to the extent that the initial budget for such construction contract is too high, Tenant shall have the option to reduce the scope of the budget.
- c. Upon the Lease Commencement Date, Tenant shall reimburse Landlord the difference between (x) the amount by which the actual construction cost for all design, permits and construction work that exceeds the Improvement Allowance, and (y) the amounts previously advanced by Tenant as set forth in (i) above.
- d. The Landlord will manage the construction project and the Tenant shall be given the opportunity to attend any and all construction meetings during the period of construction. The Landlord shall provide Tenant with reasonable prior notice of the date, time and place of said meetings, no less than three days in advance thereof.
- e. Landlord covenants, represents and warrants to Tenant that on the Lease Commencement Date: (a) all of the Building systems and all of the structural components of the Building shall be in good and operable condition, and (b) to the best of Landlord's knowledge the Building does not contain any hazardous or toxic materials in violation of applicable law.
- f. Landlord shall comply with all applicable provisions of the Americans with Disabilities Act, and other applicable laws, codes and ordinances with respect to the Building and the Leased Premises.
- g. In addition to Landlord's repair, maintenance and replacement obligations elsewhere set forth herein, Landlord guarantees, so long as such is not caused by Tenant's negligence, all existing mechanical, electrical, plumbing and office systems and all of Landlord's Work against defective workmanship and/or materials for a period of one (1) year from the Lease Commencement Date, and Landlord agrees, at its sole cost and expense, to repair or replace, or to cause Landlord's contractor to repair or replace, and such non-compliance during said one (1) year period. In addition to warranties set forth

hereinabove, Landlord shall grant to Tenant a nonexclusive assignment, to be shared in common with Landlord, its successors and assigns, of all warranties and guaranties obtained by Landlord from, and all rights of Landlord, with respect to defects in the construction and installation by, the general contractor and any other contractors, manufacturers, suppliers and vendors of Landlord with respect to both the Landlord's Work and all other elements of the Leased Premises.

CHANGES TO THE LEASED PROPERTY

- a. Tenant agrees not to change or alter the Leased Premises without landlord's prior written permission which shall not be unreasonably withheld.
- b. Landlord-approved changes that the Tenant made to the Leased Premises belong to Landlord.
- c. Landlord shall carry fire and liability insurance on the building. Landlord does not insure Tenant's property under its insurance policy.
- d. Tenant may carry fire and liability insurance to protect Tenant, Tenant's property. Tenant shall list Landlord as additional insured on any policy that Tenant purchases in relation to said leasehold.

Exhibit "D"

Tenant's Proposed Signage Design

Tenant shall be permitted by the Landlord to install Tenant signs within the Springfield Park Shopping Center subject to the written pre-approval of the Landlord and Township of the design, lettering, and the manufacturing of the sign which shall be the sole cost and responsibility of the Tenant. The Landlord shall permit the Tenant to install a Tenant sign in the following areas of the Springfield Park Shopping Center: STORE FRONT and PYLON. All of Tenant's signage is subject to the written pre-approval of the Landlord and Springfield Township.

All Tenant signage, prior to installation, must have the prior written approval of the Landlord and Township. Tenant shall submit a sketch containing exact dimensions and measures to both the Landlord and the Township for their written pre-approval.

TENANT TO PROVIDE FAÇADE SIGN SKETCH FROM SIGN COMPANY TO BE APPROVED BY LANDLORD WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

Exhibit "E"
Tenant's Indemnification and Required Insurance

Tenant agrees to protect, defend, hold harmless and indemnify the Landlord, National Realty Corporation, National Developers, Inc., and their employees, officers, directors, shareholders, agents, subsidiaries, affiliates, successors, and assigns (collectively, "Landlord Indemnitees") from and against any and all claims, actions, damages, liabilities, losses, injuries, fines, penalties, costs and expenses, including without limitation attorneys' fees and court costs (collectively, "Claims"), arising out of any actual or alleged death or injury to any person and/or damages to any property or business, including without limitation the property or business of the Tenant, from any injury to the feelings of any person or to his or her reputation, including without limitation trauma, psychological injury, mental anguish or similar results, whether from false eviction, false arrest, malicious prosecution, libel, slander, defamation, invasion of privacy, wrongful entry, or otherwise, and from and against any and all fines, costs, and charges imposed by governmental authorities for violations or penalties occurring in or about, arising out of, or relating to the Leased Premises and/or abutting sidewalks, curbs, loading platforms, or driveways, occasioned wholly or in part by any act or omission of Tenant or any of Tenant's agents, sub-tenants, licensees, concessionaires, contractors, customers, invitees, officers, directors, shareholders, employees, successors, assigns, or anyone acting, claiming or holding directly or indirectly by, through or under Tenant (collectively, "Tenant Parties"). Tenant shall not be responsible for indemnifying Landlord with respect to any Claims that arise solely out of Landlord's gross negligence or willful misconduct. In the event that any Landlord Indemnitees shall be made a party to any litigation commenced by or against Tenant or any other Tenant Parties, then Tenant shall protect and hold such Landlord Indemnitees harmless and shall pay all costs, expenses and attorney fees incurred or paid by such Landlord Indemnitees in connection with such litigation but for litigation that arise solely out of Landlord's gross negligence or willful misconduct. Tenant shall also pay all costs, expenses and attorney fees that may be incurred or paid by any Landlord Indemnitees in enforcing the terms, covenants and conditions of this Lease but for Claims that arise solely out of Landlord's gross negligence or willful misconduct.

Tenant shall at all times during the Term keep in full force and effect the following insurance coverage at its sole cost and expense. Tenant shall also maintain other types of insurance and /or additional limits that are required for licensing purposes or customary in Tenant's industry and geographic area.

1. Commercial General Liability Insurance

A policy of general liability insurance with respect to the Leased Premises, the walks, sidewalks, and curbs abutting the Leased Premises, and the business operated by Tenant and any licensees, concessionaires, and occupants of the Leased Premises.

- a. Limits shall not be less than the amounts stated below for each insuring section:
 - a. Each Occurrence Limit: \$1,000,000
 - b. Damage to Premises Rented to You Limit: \$1,000,000
 - c. Medical Expense Limit: \$5,000
 - d. Personal Injury and Advertising Injury Limit: \$1,000,000
 - e. General Aggregate Limit (Other than Products/Completed Operations): \$2,000,000
 - f. Products/Completed Operation Limit: \$2,000,000
- b. Such insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,

independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract, host liquor liability, and broad form property damage liability.

- c. The coverage herein required shall, in addition, extend to any liability of Tenant arising out of the indemnity provisions contained in the Lease.
- d. The definition of bodily injury must include mental anguish.
- e. No exclusion for physical or sexual abuse allegations
- f. If this policy insures other locations, the policy shall include a per location aggregate ISO endorsement CG 25-04 (or a substitute form providing equivalent coverage).
- g. Landlord reserves the right to require an increase in limits in accordance with industry standards.

2. Property Insurance

A policy of insurance on an "all-risk" of physical loss basis in an amount equal to one hundred percent (100%) of the full replacement value of Improvements and Betterments in the Leased Premises whether installed by Tenant or Landlord including, but not limited to, heating, ventilation and air conditioning systems, alterations, additions, improvements or changes in the Leased Premises. Furthermore, Tenant shall insure one hundred percent (100%) of the existing conditions of the Leased Premises, plate glass and all of Tenant's goods, personal property, merchandise, signs, furniture, fixtures and equipment.

- a. This policy shall include mechanical breakdown coverage.
- b. This policy shall include business interruption on an "all risk" of physical loss basis for a minimum period of one (1) year.
- c. Landlord as Loss Payee as their interest may appear under Tenant's Property Insurance policy.

3. Workers Compensation and Employer's Liability

A policy of Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have limits not less than \$1,000,000 each accident; \$1,000,000 each disease and \$1,000,000 policy aggregate. This requirement may be waived by Landlord in its sole discretion if Tenant has no employees.

4. Business Auto Liability Insurance

A Business Auto Liability policy in an amount not less than \$1,000,000 per accident affording coverage for any owned, non-owned, borrowed, and hired autos, including the loading and unloading thereof, used by Tenant in the operation of its business or in connection with the Leased Premises in any way, including without limitation in the transportation of goods to or from the Leased Premises. If the Tenant does not own any automobiles, then the Tenant may be permitted by Landlord, in its sole reasonable discretion, to maintain only non-owned auto insurance.

5. Umbrella Liability Insurance

An Umbrella Liability policy, on a follow-form basis, in an amount not less than \$2,000,000 providing excess liability limits over the Commercial General Liability, Business Auto Liability and Employer Liability insurance policies.

6. Business Interruption Insurance

Business interruption insurance insuring Tenant for all direct and indirect loss of income and charges and costs if the Leased Premises are destroyed or rendered inaccessible by a risk insured against by a standard "all risk" form policy of fire and extended coverage insurance with a vandalism and malicious mischief endorsements all risk; provided, that such business interruption insurance policy shall be in an amount sufficient to fully compensate for the amount of charges and additional rent owed by Tenant to Landlord for a period of not less than twelve (12) months.

8. General Provisions

All insurance Tenant is required to maintain under this Lease shall be in insurance companies rated at least "A" in the most recent edition of "Best's Key Rating Guide" (Best's) with a financial size of at least "X" and permitted to do business in Pennsylvania.

All required liability insurance, except Employer's Liability, shall name Landlord and any other parties as reasonably required by Landlord, including without limitation the Landlord Indemnitees, as additional insureds on a Primary, Non-Contributory basis to Landlord's or such other additional insured's insurance and shall not contain any cross-liability exclusions. All additional insureds shall be so named using ISO Forms CG 2010 and CG 2037 or their equivalents.

To the extent permitted by applicable law, Tenant waives all rights against Landlord and the Landlord Indemnitees for recovery of damages (insurance proceeds) to the extent the damages (insurance proceeds) are covered by insurance maintained by Tenant including, but not limited to, the insurance required above. All insurance policies required hereunder shall waive any and all rights of subrogation against Landlord and the Landlord Indemnitees.

Evidence of Insurance. Prior to taking occupancy, Tenant shall furnish Landlord with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above and continually furnish Landlord with such certificate(s) upon each insurance policy renewal or material change in coverage throughout the term of Lease. An Acord 25 certificate or its equivalent is required to provide evidence of the required liability insurance and an Acord 27 or its equivalent is required to provide evidence of the required property insurance.

Failure by Landlord to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure by Landlord to identify a deficiency from any such certificate or evidence of insurance, shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of this Lease at Landlord's sole option subject to any notice requirements set forth in the Lease

If Tenant fails to maintain the insurance as set forth herein, Landlord shall have the right, but not the obligation, to purchase said insurance at Tenant's expense. In such an event, Tenant agrees to pay the premium for such insurance plus a ten percent (10%) handling charge as Additional Rent within ten (10) days after presentation of Landlord's invoice. Such policies shall, in Landlord's sole discretion, insure the interests of Landlord and any affiliates thereof, designating Landlord or any affiliates thereof as necessary from time to time as an additional insured, and any other persons or entities designated by Landlord, and shall waive any right of subrogation against Landlord and such other persons.

Tenant shall provide certified copies of any insurance policies required above within 10 days of Landlord's written request for said copies.

By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease.

9. Increase in Insurance Rates

Tenant will not do anything which violates the provisions of Landlord's liability and property insurance policies or which will prevent Landlord from maintaining or procuring such policies from companies acceptable to Landlord. If anything done by Tenant shall cause the premium rate of Landlord's insurance on the Leased Premises to be increased beyond the lowest otherwise available rate as fixed by the appropriate underwriters from time to time, Tenant shall pay the amount of such increase as Additional Rent within ten (10) days after presentation Landlord's invoice therefor. In determining

whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule issued by the ISO or Landlord's insurer, whichever applies, shall be conclusive evidence of the increase to be paid by Tenant.

No flammable, combustible or hazardous materials may be kept by Tenant in or upon the Leased Premises, except after written consent of Landlord, and then only in the manner and at such locations and under such conditions as may be specified by Landlord's insurer and the governmental authorities having jurisdiction.

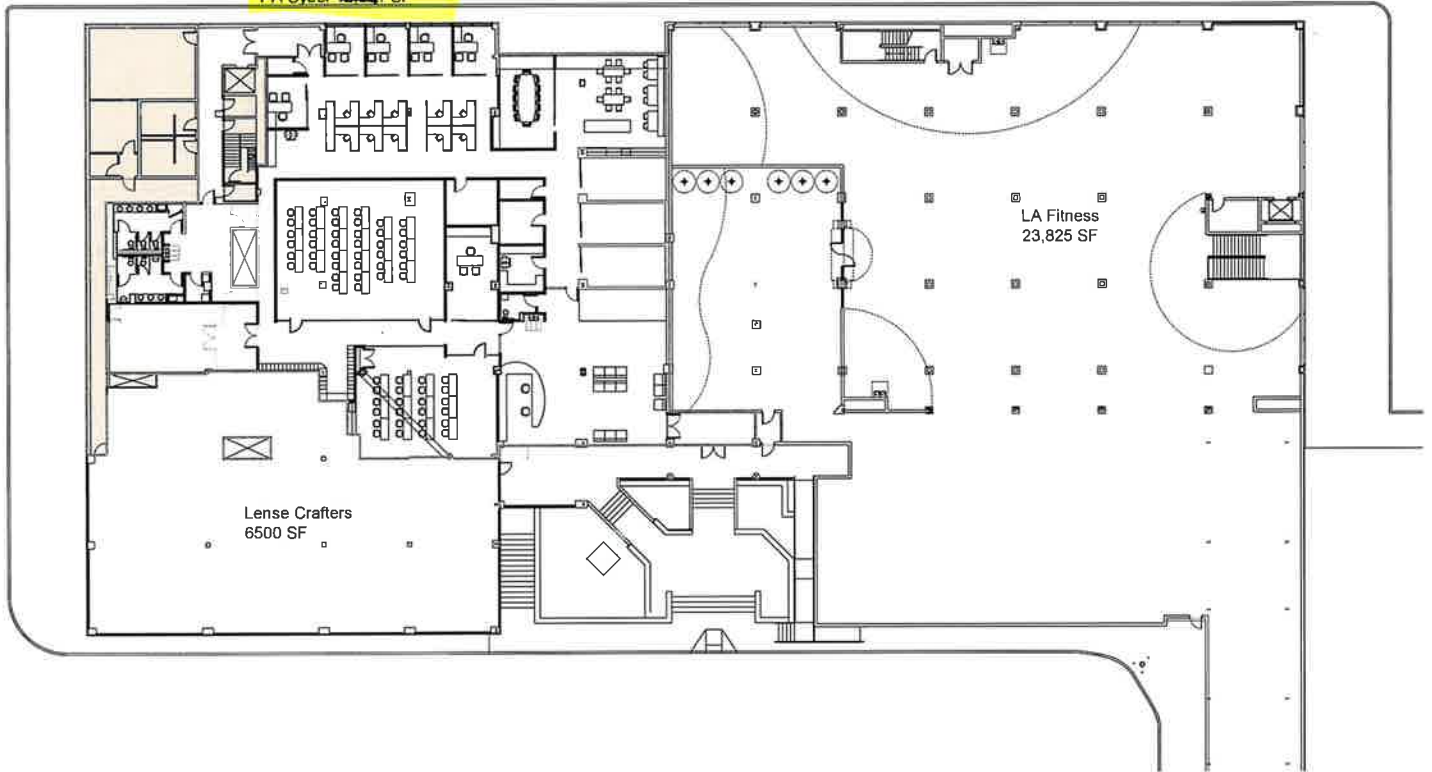
Exhibit "F"

Shopping Center Exclusives

VJ
4/27/21

12521

PA Cyber 12,521 SF

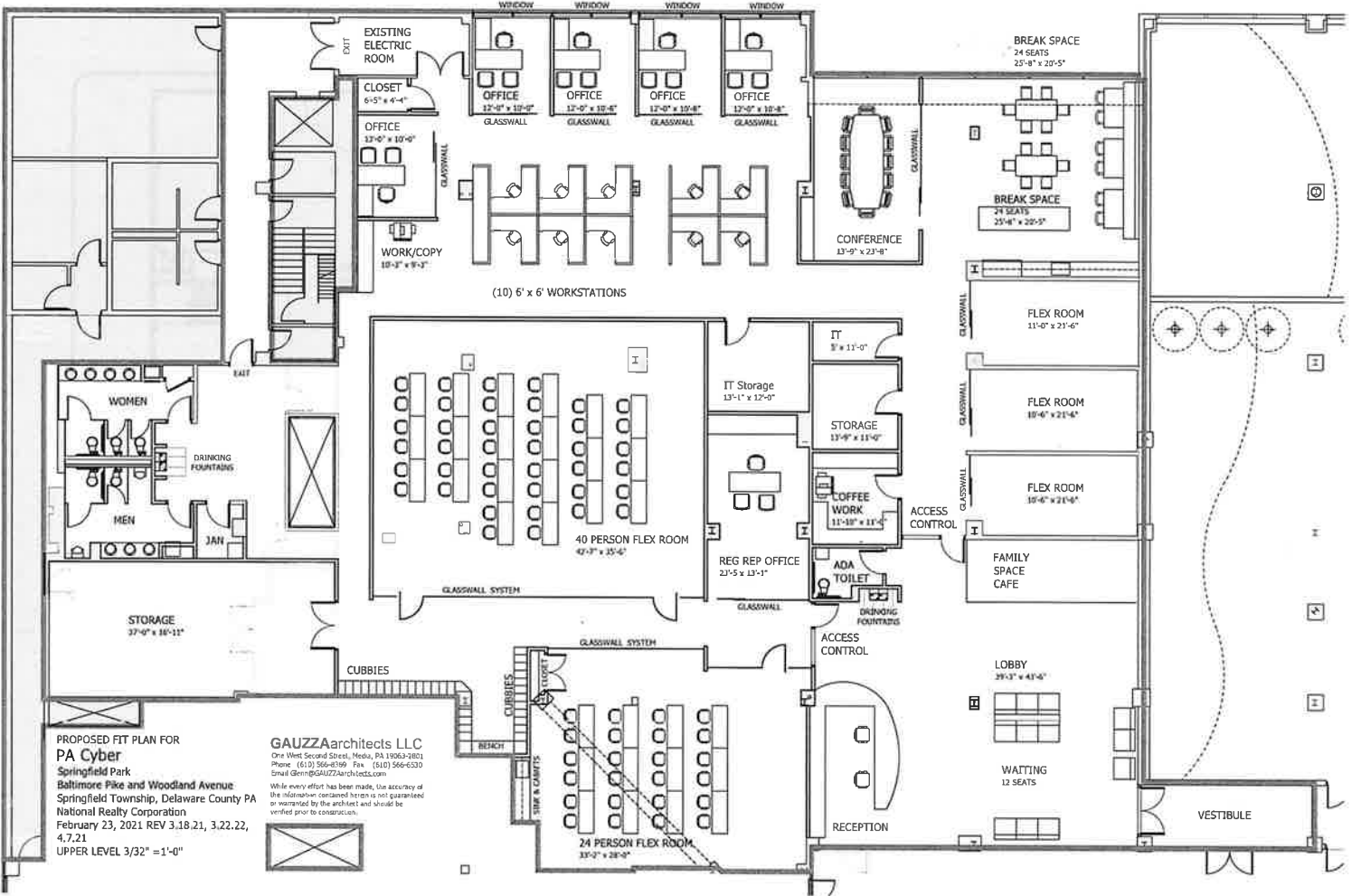


PROPOSED FIT PLAN FOR
PA Cyber
Springfield Park
Baltimore Pike and Woodland Avenue
Springfield Township, Delaware County PA
National Realty Corporation
February 23, 2021 REV 3.18.21, 4.7.21
UPPER LEVEL NO SCALE

GAUZZAarchitects LLC
One West Second Street, Media, PA 19063-2601
Phone (610) 566-4269 Fax (610) 566-6230
Email: Glenn@GAUZZAarchitects.com

While every effort has been made, the accuracy of
the information contained herein is not guaranteed
or warranted by the architect and should be
verified prior to construction.

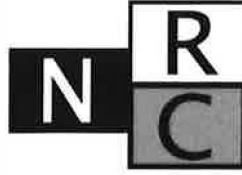
GLA-81,568



PROPOSED FIT PLAN FOR
PA Cyber
 Springfield Park
 Baltimore Pike and Woodland Avenue
 Springfield Township, Delaware County PA
 National Realty Corporation
 February 23, 2021 REV 3.18.21, 3.22.22,
 4.7.21
 UPPER LEVEL 3/32" = 1'-0"

GAUZZAarchitects LLC
 One West Second Street, Media, PA 19063-7603
 Phone: (610) 366-8750 Fax: (610) 366-6330
 Email: Glenn@GAUZZAarchitects.com

While every effort has been made, the accuracy of the information contained herein is not guaranteed or warranted by the architect and should be verified prior to construction.



VJ
8/30/22

NATIONAL REALTY CORPORATION

August 24, 2022

SENT VIA CERIFIED MAIL RETURN RECEIPT REQUESTED

PA Cyber Charter School
652 Midland Avenue
Midland, PA 15059

RE: Commencement Date of Lease
Springfield Park Shopping Center
Springfield, PA 19064

Dear Tenant:

This letter is to provide PA Cyber Charter School, our Tenant located at 825 Baltimore Pike, Unit 2215, Springfield, PA 19064 notice that PA Cyber Charter School premises was ready for occupancy on July 1, 2022. The Lease dated February 14, 2021 will commence on July 1, 2022 and will end on July 31, 2032. The following is a list of minimum rent charges for PA Cyber Charter School.

<u>Month</u>	<u>Charges</u>	<u>Credits</u>
July Rent	\$23,998.58	\$23,998.58
July CAM	\$ 3,547.62	\$ 3,547.62
August Rent	\$23,998.58	\$23,998.58
August CAM	\$ 3,547.62	\$ 3,547.62
September Rent	\$23,998.58	\$23,998.58
September CAM	\$ 3,547.62	\$ 3,547.62
October Rent	\$23,998.58	\$23,998.58
October CAM	\$ 3,547.62	\$ 3,547.62
November Rent	\$23,998.58	\$23,998.58
November CAM	\$ 3,547.62	\$ 3,547.62
December Rent	\$23,998.58	\$23,998.58
December CAM	\$ 3,547.62	\$ 3,547.62
January Rent	\$23,998.58	\$23,998.58
January CAM	\$ 3,547.62	\$ 3,547.62
February Rent	\$23,998.58	
February CAM	\$ 3,547.62	
Total Due:	\$220,369.60	\$192,823.40

Please remit of \$27,546.20 on or before February 1, 2023 to PRDB Springfield Limited Partnership, c/o Continental Developers, LLC, 1604 Walnut Street, 4th Floor, Philadelphia, PA 19103. Your rent will be due on the 1ST of the month and payable to the same address.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lori Braccili".

Lori Braccili
Accounts Receivable

cc: Paul deBotton

**LEASE AGREEMENT BETWEEN
TRIPLE CROWN PROPERTY MANAGEMENT DIVISION AS AGENT FOR DK
TECPORT LIMITED PARTNERSHIP AND THE PENNSYLVANIA CYBER CHARTER
SCHOOL**

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Landlord



Tenant



LEASE AGREEMENT

This Lease, dated this 25th day of May, 2021 by and between TRIPLE CROWN CORPORATION PROPERTY MANAGEMENT DIVISION on behalf of DK TECPORT LIMITED PARTNSHIP, hereinafter referred to as "Landlord" and THE PENNSYLVANIA CYBER CHARTER SCHOOL, hereinafter referred to as "Tenant".

WITNESSETH:

The Landlord, for and in consideration of the payment of rent and the performance of the covenants and agreements entered into herein between the Landlord and the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the following described premises:

Approximately thirteen thousand six hundred forty-three (13,643) square feet of space (the "Premises") in a 143,220 SF building constructed on the premises and property known as 3721 TecPort Drive, Suite 102, Harrisburg, Pennsylvania 17111 (the "Property").

The boundaries and location of the Premises are shown on the plan attached hereto and made a part hereof and marked **Exhibit D**, the As-Built Floor Plan.

ARTICLE 1. TERM:

The initial base term of this Lease shall begin on the Commencement Date and shall end one hundred twenty-four (124) months after the end of the first complete calendar month containing the Commencement Date (the "Term"). By way of example, if the Commencement Date is October 1, 2021, the initial base term will end on January 31, 2032, subject to Tenant's option to renew as described in Article 4 of this Lease.

ARTICLE 2A. COMMENCEMENT DATE:

The Commencement Date of this Lease Agreement shall be the first to occur of (a) the date upon which a certificate of occupancy has been issued by the Pennsylvania Department of Labor and Industry and/or municipality for the Premises or (b) the date Tenant beneficially occupies the Premises. Landlord shall send Tenant a commencement letter in substantially the same form as shown on **Exhibit "A"** attached. Tenant shall sign such commencement letter and return it to Landlord indicating its agreement with the terms of such commencement letter. Notwithstanding the above, if there are any discrepancies between such commencement letter and this Lease, this Lease shall govern, except the Commencement Date shall be as set forth in such commencement letter. The intended Commencement Date is October 1, 2021.

Landlord



Tenant




ARTICLE 2B. TENANT IMPROVEMENT ALLOWANCE:

Landlord shall provide a Tenant Improvement Allowance equal to \$34.00 per leased square foot, or \$463,862.00, to be used towards Tenant's initial improvements in the Premises ("Tenant's Initial Improvements"). Promptly following the effective date of this Lease and the mutual approval of the final plans for the improvements by Landlord and Tenant, Landlord shall perform (or cause to be performed) the improvements in accordance with the scope of work. The contract between the Landlord and its contractor (the "Construction Contract") shall be in the form of a cost-plus contract. Terms of the Construction Contract shall be subject to Tenant's approval, which shall not be unreasonably withheld. Tenant shall utilize Landlord's architect for space design and Landlord shall allow up to three space design revisions at Landlord's cost. Cost included in the Tenant Improvement Allowance shall include all direct and indirect costs of buildout including, but not limited to actual construction costs, permitting, and a 3% construction management fee. The Tenant Improvement Allowance cannot be used for furniture, fixtures, or office equipment. Upon completion of the Landlord's work, Tenant shall, within ten days of the receipt of an invoice and related back-up materials, be responsible for any costs exceeding the \$34.00 per square foot Tenant Improvement Allowance.

To perform Tenant's Initial Improvements, Landlord, either itself or through a related entity, shall act as the general contractor. Landlord shall provide weekly or bi-weekly construction meetings between its Project Manager and Tenant representatives throughout the construction process.

Additional Work. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Work described in the Working Drawings ("Additional Work") and the approval by Landlord of such Additional Work, which approval Landlord agrees shall not be unreasonably withheld, Landlord shall perform such Additional Work, at Tenant's sole cost and expense. Prior to commencing any Additional Work requested by Tenant, Landlord shall submit to Tenant a written statement of the cost of such Additional Work, which cost shall include a fee payable to Landlord in the amount of 15% of the total cost of such Additional Work as compensation to Landlord for monitoring the Additional Work and for administration, overhead and field supervision associated with the Additional Work and an additional charge payable to Landlord shall also submit to Tenant a proposed tenant extra order (the "TEO") for the Additional Work in the standard form then in use by Landlord. Tenant shall execute and deliver to Landlord such TEO and shall pay to Landlord the entire cost of the Additional Work, including Landlord's Additional Compensation (as reflected in Landlord's statement of such cost). If Tenant fails to

Landlord 

Tenant 

execute or deliver such TEO or pay the entire cost of such Additional Work within such 5-day period, then Landlord shall not be obligated to do any of the Additional Work and may proceed to do only the Work, as specified in the Working Drawings.

ARTICLE 3. RENT:

The Tenant, in consideration of the Lease, covenants and agrees to pay to the Landlord the annual rent for the Premises as set forth below (hereinafter referred to as the "Base Rent") payable on the first day of each and every calendar month during the Term, in advance, in monthly installments, without demand, setoff or counterclaim, except that the payment that is due and owing for the first full month's rent shall be paid upon execution of this Lease Agreement.

The Base Rent for the entire Term shall be payable as follows:

<u>Period</u>	<u>\$PSF</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
Month 1-4		--	\$0.00
Month 5-64	\$16.45	\$224,427.35	\$18,702.28
Month 65-124	\$18.10	\$246,938.30	\$20,578.19


The annual rent is payable in advance, in the equal monthly installment specified above, without demand, setoff or counterclaim, on the first day of each and every calendar month during the Term hereof, except that the rental payment for any fractional calendar month at the commencement of the Lease Term shall be pro rated based on the actual number of calendar days in the month in which the Commencement Date occurs. Any pro rated rent for such fractional month shall be reflected in the first full calendar month of the Lease Term.

ARTICLE 3A. LATE PAYMENT CHARGES:

In the event payment for any charges due under the terms of this Lease is not received within five (5) calendar days of the due date for such charges, a service charge of five percent (5%) of the total amount due shall be charged to and paid by Tenant to Landlord.

ARTICLE 3B. OPERATING EXPENSES:

Tenant and Landlord agree that the rent schedule detailed in Article 3 is based on a Gross Lease structure inclusive of all operating expenses and utilities with the exception of in-suite janitorial and trash

Landlord 

Tenant 

removal from the suite.

ARTICLE 4. OPTION TO RENEW:

Provided Tenant is not in default of the terms, conditions, or covenants contained in this Lease, beyond any grace or cure period established herein, Tenant shall have the right, and option to extend or renew this Lease for a period of ten (10) years, commencing immediately after the end of the Lease Term. Rent for the renewal term will be as follows;

<u>Period</u>	<u>\$PSF</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
Month 1-60	\$19.90	\$271,495.70	\$22,624.64
Month 61-120	\$21.89	\$298,645.27	\$24,887.11


The option to renew is only exercisable if Tenant is not in default of the Lease or in the performance of any of its terms and conditions at the end of the Lease Term or at the time of exercise of any of its options. If any option to renew is exercised, all the terms and conditions of the Lease shall remain except that the rent shall be negotiated and agreed to by both parties upon receipt by Landlord of Tenant's written notice of intent to renew.

Tenant must give written notice to the Landlord 180 calendar days prior to expiration of lease to exercise this option. In the event Tenant fails to give written notice to Landlord as required herein, Landlord shall have the right to place upon the Premises the usual "For Rent" or "For Sale" signs and to show the Premises to prospective tenants or purchasers at reasonable times with or without notice to Tenant.

Landlord shall also grant Tenant a rolling right of first refusal for the space contiguous to Suite 102, subject to any existing encumbrances in place at time of execution of this Lease Agreement. In the event that the Landlord receives a leasing proposal from a bona fide third party, Landlord will promptly and immediately notify Tenant in writing and Tenant shall have five (5) business days to formally agree to match the exact material terms of the competing offer with regard to rent and concessions. Failure on the part of the Tenant to respond to the notice by Landlord shall be understood by both parties to constitute a full waiver of the ROFR option.

ARTICLE 5. USE OF PREMISES:

Tenant is hereby given the privilege and right to use the Premises for the purposes of professional office space and any use related to the operation of a cyber charter school purpose. The Property is zoned

Landlord 

Tenant 

Manufacturing District – Limited (M-L), and Landlord represents that, to the best of Landlord’s knowledge, use of the Premises for such business is permitted under currently applicable zoning requirements, and there are no legislative, regulatory, or judicial proceedings underway that would render such use impermissible. Under the current zoning classification, Swatara Township allows colleges or universities, educational and support buildings, schools (public or private), primary or secondary, as a permitted use. Tenant may utilize and use the Premises for any other lawful office or lawful commercial or industrial use only upon the prior written consent of the Landlord.

Tenant shall at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities or agencies affecting the Premises whether same are in force on the Commencement Date of this Lease or are passed, enacted or directed in the future (collectively, “Legal Requirements”).

However, the Tenant shall not be required to make any structural repairs or changes in the improvements, or any non-structural repairs made necessary by defects in the construction or changes to the Property that may be required by any governmental agency or authority, unless the required changes to the structure are the results of any changes in use, or changes or defects caused or initiated by the Tenant.

Tenant shall not use or permit the Premises to be used for any purpose other than as specified herein and shall not use or permit the Premises to be used for any unlawful, immoral, hazardous, or disreputable purpose. Furthermore, the use of the Premises shall not be in violation of any laws, ordinances, regulations, or other applicable governmental regulations or any use which would jeopardize or invalidate any of the insurance coverage on the Premises that are held by the Landlord.

Tenant covenants and warrants that Tenant, Tenant’s work and Tenant’s use of Premises will at all time comply to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities (“Laws”) which relate to the transportation, storage, placement, handling, treatment, discharge, generation, production or disposal (collectively “Treatment”) of any waste, petroleum product, waste products, radioactive waste, poly-chlorinated biphenyl’s, asbestos, hazardous materials of any kind, any substance which is regulated by any law, statute ordinance, rule or regulation (collectively “Waste”). Tenant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. “Notice” shall mean any note, notice or report of any suit, proceeding, investigation, order, consent order injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the

Landlord 

Tenant 

Premises.

Tenant hereby agrees to indemnify, defend, save and hold harmless Landlord and Landlord's officers, directors, owners, employees, agents and their respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expense (including, without limitation, all attorneys' fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Indemnified Parties by reason of or arising out of: (a) the breach of any representation or undertaking of Tenant under this **Article 5** or (b) arising out of the Treatment of any Waste by Tenant or any licensee, concessionaire, manager or other party occupying or using the Premises, in or affecting the Premises.

ARTICLE 6. COMMON AREAS AND FACILITIES:

The common areas and facilities which are provided by the Landlord in or near the Property for the general common use of the Tenant, its officers, agents, employees and customers shall include but not be limited to all parking areas, access road, loading docks, sidewalks, landscape and planting areas, lighting facilities, and other areas of improvement. The common areas and facilities shall at all times be under the exclusive control and management of the Landlord. Landlord shall have the right to establish, modify and enforce reasonable rules and regulations with respect to the common areas and facilities.

ARTICLE 7. UTILITY SERVICES:

Rental rates as defined herein are inclusive of gas, metered electricity, water, and sewer. Tenant shall be solely responsible for the payment of its own telephone, internet, and communication infrastructure.

Landlord shall under no circumstances be liable to Tenant in damages or otherwise, for any interruption in the service of water, electricity, gas, heating, air conditioning or other utilities or services caused by any unavoidable delay, by the making of any necessary repairs or improvements, or by any cause beyond Landlord's reasonable control.

Tenant shall be responsible for and bear the cost of removal of all waste and refuse generated in its course of business, from the property to the common dumpster. There shall be no outside storage in the common areas and facilities.

ARTICLE 8. REAL ESTATE TAXES:

Landlord shall pay all real estate taxes levied by any governmental entities against the Premises on or prior to the date same are due.

Landlord



Tenant



ARTICLE 9. PROPERTY INSURANCE:

During the term of this Lease or any extensions or renewals thereof, Landlord covenants that it will insure the improvements now standing upon the Premises, against loss or damage by fire and other perils covered under a special cause of loss form or on an all-risk basis with a responsible insurance company or companies and will maintain such insurance at all times during the Term of this Lease or any extensions or renewals hereof in an amount equal to not less than the full insurable value of said improvements on a replacement cost basis. The policy or policies thereof shall be taken out by Landlord and the premiums for such policy or policies shall be taken out and paid by Landlord. In addition, Landlord shall have the option of procuring rental loss insurance with respect to the Premises and the premiums for such policy or policies shall be paid by the Landlord.

a.) Lessee shall not do, suffer to be done, or keep, or suffer to be kept, anything in or about the Premises which will contravene Lessor's policies insuring against loss by damage or fire or other hazards, including but not limited to public liability or which will prevent Lessor from procuring such policies in companies acceptable to Lessor and at a rate consistent with the premiums paid on similar Tenants in the Lessor's property or other properties of Lessor. If anything be done, admitted to be done, or suffered to be done by it's Lessee employees, visitors or guests, or by Lessee in, upon or about the premises which causes the rate of fire or other insurance on the Premises or other properties of the Lessor in companies acceptable to the Lessor to be increased beyond the minimum rate from time to time applicable to the Premises for use for the purpose permitted under this Lease or with such other property for the use or uses made thereof, Lessee will pay the amount of such increase promptly upon Lessor's demand.

b.) In the event that Lessee's conduct upon the Premises per se shall cause the rate of fire or other insurance on the Premises or other properties of the Lessor in this building to be increased beyond the rate applicable for similar premises of the building which do not engage in a similar activity, the Lessee will pay the amount of such increase within thirty (30) days of written notice and proof thereof.

c.) If the Lessee of the Premises introduces a **product, material, or process** that increases the insurance rates or premiums for the premises, the Lessee shall be responsible to reimburse the Lessor for the entire amount of the said increase.

Landlord



Tenant



ARTICLE 10. LIABILITY INSURANCE:

At all times during the Term hereof or any extension thereof, Landlord shall maintain and keep in force, for the benefit of the Landlord general public liability insurance against claims for personal injury, death, or property damage occurring in or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or property damage and to the aggregate limit of not less than Three Million Dollars (\$3,000,000.00) in respect to bodily injury or property damage. During the entire Term of this Lease, the Tenant shall maintain in force general liability insurance naming the Landlord as additional insured in respect to the Premises with a minimum limit as described in this **Article 10**.

The Tenant must furnish the Landlord a certificate of insurance for the above coverage.

ARTICLE 11. WAIVER OF SUBROGATION CLAUSE:

Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any insured loss, even if such insured loss shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable in force and effect only with respect to loss or damage occurring at such a time that the parties' policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the party to recover thereunder. Each party shall obtain such waivers of subrogation to the extent such waiver is possible under its casualty insurance policies.

ARTICLE 12. INDEMNIFICATION:

Tenant shall indemnify, defend, protect and hold harmless the Landlord from any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorney's fees) incurred in connection with or arising from any cause in, on or about the Premises, any violation of any of the requirements, ordinances, statutes, regulations or other laws, including, without limitation, any environmental laws, any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests, licensees or sublessees of Tenant or any such person in, on or about the Premises, or any breach of the terms of the Lease, either prior to, during or after the expiration of the Lease Term; provided that the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of Landlord. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, Tenant shall pay to Landlord its reasonable costs and expenses incurred in such suit, including, without limitation, its actual professional fees such as appraisers, accounts and

Landlord 

Tenant 

attorney's fees. Further, Tenant's agreement to indemnify Landlord pursuant to this Article 12 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to Tenant's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of Article 12 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

ARTICLE 13. MAINTENANCE AND REPAIRS:

Landlord represents and warrants at the Commencement Date that the Premises will be in good working order and repair. Tenant accepts the property as of the Commencement Date in an "AS IS" condition upon assuming possession of the Premises. Landlord will make all necessary structural repairs to the Premises throughout the Term of this Lease. The structural items for which Landlord shall be responsible are the roof, exterior walls, the bearing walls (if such walls have not been changed by Tenant), the support beams, the columns, the concrete floor slabs, the plumbing and electrical system, except those damages that are caused by the Tenant's negligence. Tenant agrees to give prompt notice to Landlord of any defects or other hazardous conditions required to be repaired or remedied by Landlord. If the repairs required to be made by Landlord or Tenant are not completed within a reasonable time after request for such repair by the other party, Landlord or Tenant, as the case may be, shall have the option to make such repairs after first giving the other party fifteen (15) calendar days notice of its intention to do so, and any amounts expended by virtue thereof shall be added to or subtracted from the next month's rent in the full amount of the expenditures.

Landlord, during the Term of this Lease, shall maintain and repair when needed all of the mechanical equipment ("HVAC system"), including but not limited to heating and air conditioning units, plumbing, and electrical units, in a good condition and good state of repair. Further, Landlord shall maintain a service contract on the HVAC system with a reputable heating and air conditioning contractor, providing for regular routine maintenance, changing of filters and lubricating the HVAC system.

Tenant shall keep the Premises clean and orderly and shall not cause the common areas to become disorderly, cluttered, dirty or trashed at any times and shall not cause refuse to accumulate around any portion of the Property. Trash shall be stored in a sanitary and inoffensive manner inside the Premises or in screened areas approved by Landlord, and Tenant shall cause the same to be removed at reasonable intervals. Tenant shall be responsible for payment of its own in suite janitorial, light fixture maintenance, and in suite pest control.

Tenant will install and manage a card access system and provide the Landlord with required

Landlord



Tenant



access. Exterior keying for Tenant suite will be on the Tenants master key system. Tenant and will provide the Landlord with required access.

ARTICLE 14. ALTERATIONS AND ADDITIONS:


After Tenant occupies the Premises, Tenant shall not make any changes and/or improvements to the interior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. No structural changes shall be made without the prior written consent of Landlord. Tenant shall be responsible for any and all costs associated with said improvements made after Tenant occupies the Premises and shall be responsible to obtain any and all necessary building permits, use and occupancy permits, etc. from any and all governmental agencies or authorities as may be applicable.

Prior to commencing any changes, Tenant shall submit drawings of such changes to Landlord for its prior written approval. Landlord shall have ten (10) business days within which to either accept or reject such changes in writing. In the event Landlord should fail to either accept or reject such changes within said ten (10) business day period, Tenant's drawings shall be deemed accepted.

All fixtures shall become a part of the Premises and the property of the Landlord at the termination of the Lease, except that trade fixtures installed by Tenant shall be considered as its own, and Tenant may remove the same at any time during the Term of this Lease or any extension thereof, provided that Tenant shall repair to its original condition, any damage caused to the Premises by such removal.

Tenant shall keep the Property and Premises free from any liens or encumbrances arising out of the work performed, materials furnished, or obligation incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorney's fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within five (5) days after notice by Landlord, and, if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Property or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to

Landlord 

Tenant 

a lien or encumbrance upon the Property or Premises arising in connection with any work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or, at Landlord's option, shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Property and Premises.

The provisions of this Article 14 shall survive termination of this Lease.

ARTICLE 15. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

In the event the Premises shall be rendered untenable by fire or other casualty, Landlord will, within sixty (60) calendar days from the date of said damage or destruction, repair or replace the Premises to substantially the same condition as prior to the damage or destruction. If Landlord fails to commence repair of the damage or destruction within thirty (30) calendar days from the date of such damage or destruction, or if the Premises have not been replaced or repaired to such condition within sixty (60) calendar days, Tenant may, at its option, upon written notice to the Landlord, terminate this Lease. The rent herein required to be paid shall abate during the period of such untenability.

If the Premises shall be damaged in part by fire or other casualty but still remains tenantable, Landlord shall repair the Premises to substantially the same condition as prior to the damage. Landlord shall commence repair of the damage or destruction within thirty (30) calendar days from the date of occurrence. During the period of such repairs and restoration, the Lease shall continue in full force and effect; provided, however, that Tenant shall be required to pay the rent, herein reserved, abated by the percentage of area destroyed as compared to the total area herein demised. Said percentage shall be established within ten (10) calendar days following the damage.

In the event that any damage or destruction occurs to the extent of fifty percent (50%) or more of the insurable value of the Tenant's Premises or the entire building of which the Premises is a part, Landlord or Tenant may elect to terminate this Lease as of the date of the destruction or damage, by giving notice of such election within fifteen (15) calendar days after such damage or destruction. In such event, Landlord shall receive the proceeds of the insurance policies without obligation to rebuild or restore the Premises, and Tenant shall execute any waiver which may be required of it by any insurer or Landlord.

Any dispute which arises under this Article regarding the usability of the Premises and reasonable rent shall be settled by arbitration pursuant to the provisions of Article 28.

ARTICLE 16. LANDLORD'S RIGHT TO ACCESS:

Tenant shall permit Landlord and its agents to enter upon the Premises at all reasonable times to examine the condition of the same and that said inspection does not interfere adversely with the conduct of the Tenant's daily business, except in case of emergency, and shall permit Landlord to make such

Landlord



Tenant



repairs as may be required.

Tenant shall permit Landlord and its agents to enter upon the Tenant's Premises at all reasonable times to make repairs or construct improvements to the Property or the Premises for the benefit of Tenant or other occupants of the Building or Property provided such repairs or additional improvements do not substantially impair or diminish the Tenant's use of the Premises. Landlord shall use its best efforts to minimize any disruption of the Tenant's operations as a result of such entry into the Premises.

Tenant shall permit Landlord, for a period of one hundred eighty (180) calendar days prior to the expiration of the Term of this Lease, to place upon the Premises the usual "For Rent" or "For Sale" signs, and shall permit Landlord and its agents, at reasonable times with or without notice, to show the Premises to prospective tenants or purchasers.

ARTICLE 17. SURRENDER OF PREMISES:

Tenant shall surrender and deliver up the Premises and appurtenances at the end of the Term broom clean and in as good condition and order as they were on the Commencement Date of the Term hereof, reasonable use and ordinary wear and tear thereof and leasehold improvements made with Landlord's consent excepted. Tenant shall, unless otherwise agreed to by Landlord in writing, remove all trade fixtures, signs, decals, and other items of a similar nature used in connection with its business, including such as may have been temporarily attached to the realty, provided all rents stipulated to be paid hereunder have been paid and all damage to the Premises is properly repaired. Upon surrender of the Premises, Tenant agrees, at Tenant's sole cost and expense, to remove all cabling, including but not limited to (1) voice, (2) data, and (3) electric, installed by Tenant prior to or during its occupancy of the Premises from the demark point throughout the Property and Tenant's Premises. If said removal results in injury to or defacement of the Premises, Tenant shall immediately repair the Premises at its expense. The provisions of this paragraph shall survive expiration or sooner termination of this lease.

ARTICLE 18. SIGN:

Landlord shall provide for Tenant's name on all driveway monument signage. Other signage is permitted and will be approved by Landlord in advance and in writing and in accordance with Exhibit "F". If such approval is given Tenant shall be responsible for obtaining all governmental permits and the cost of installation and removal of any signage at the end of the Lease.

ARTICLE 19. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. The Tenant will be granted the right to assign, transfer, or sublease the Lease and all rights thereunder to an affiliate (any entity which

Landlord



Tenant



controls, is controlled by, or is under common control with Tenant) or in connection with any sale, merger, consolidation, or reorganization of that portion of Tenant's business to which the Lease pertains at any time assuming that (1) the Tenant is in good standing with the Landlord and not in default of the Lease as defined under Article 24, (2) a Guarantor of the Lease Agreement agrees to post a letter of credit equal to the remaining value of the Lease at the time of assignment and/or transfer.

ARTICLE 20. EMINENT DOMAIN:

If the entire Premises, or such part thereof, as, in the Landlord's judgment, renders the remainder unsuitable for Tenant's continued use, shall be taken in appropriate proceedings or by any rights of eminent domain, then this Lease shall terminate and be utterly void from the time when possession thereof is required for public use, and such taking shall not operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant for quiet enjoyment; but Tenant shall pay all rent due, and perform and observe all other covenants hereof, up to the time when possession is required for public use. However, if only a part of said Premises shall be so taken and in the parties' mutual judgment the Premises remain suitable for Tenant's continued use, and if two (2) years or more of the Term hereof then remains unexpired, and if the remaining Premises can be substantially restored within sixty (60) calendar days, then this Lease shall not be terminated. Landlord will, at its expense, restore the Premises. The rent payable by the Tenant during the period of restoration shall be reduced by the apportioned amount. After such restoration, the rent herein reserved shall be paid by Tenant as herein provided during the remainder of the Term hereof abated by the percentage that the fair market value of the Premises, attributable solely to the land and improvements, has been reduced because of such taking. Said market value immediately before and after such taking shall be determined by agreement of the parties or, failing agreement of the parties, within thirty (30) calendar days of the effective date of such taking, by a local independent fee appraiser selected by mutual agreement of Landlord and Tenant, which appraiser's decision will be final and binding on the parties. The cost of such appraiser shall be borne equally by Landlord and Tenant.

Tenant shall have the right at its sole cost and expense to assert a separate claim or join in Landlord's claim in any condemnation proceeding for its personal property, its improvements, loss of value in its leasehold estate, moving expenses, or any other claims it may have.

Any dispute which arises under this Article regarding the usability of the Premises after a taking and reasonable rent shall be settled by arbitration pursuant and to the provisions of **Article 28**.

ARTICLE 21. SECURITY DEPOSIT.

Upon the execution of this Lease, Tenant shall pay Landlord a security deposit equal to one (1) month's rent based upon the rental rate during the first year of the lease, subject to Landlord's receipt and

Landlord



Tenant



approval of Tenant's financial statements (\$18,702.28) as security for the performance of the terms hereof by Tenant (the "Security Deposit"). Tenant shall not be entitled to interest thereon. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, including, without limitation, reasonable costs and attorneys' fees incurred by Landlord to recover possession of the Premises.

The right of Landlord to apply the Security Deposit as specified shall not be a limitation upon Landlord's right to invoke any other remedy available, or to collect the full amount of rent, costs and damages owed by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, upon demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall constitute a default hereunder by Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit shall be returned to Tenant within sixty (60) calendar days after Tenant's vacating the Premises or the expiration of the Lease, whichever is later.

ARTICLE 22. FINANCIAL STATEMENT:

The persons signing this Lease on behalf of Tenant hereby personally represent and warrant to Landlord that the financial statements delivered to Landlord prior to the execution of this Lease properly reflect the true and correct value of all the assets and liabilities of Tenant. Tenant acknowledges that in entering into this Lease, Landlord is relying upon such statements and Tenant shall supply Landlord updated financial statements of Tenant each Lease Year as requested by Landlord.

ARTICLE 23. GUARANTORS:

Intentionally Omitted

ARTICLE 24. DEFAULT:

The following events shall be deemed to be events of default by Tenant under this Lease:

- a) Tenant shall fail to pay any installment of the rent or other charges hereby reserved and such failure shall continue for a period of ten (10) calendar days after due written notice to Tenant.
- b) Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) calendar days after due written notice thereof to Tenant, or, if such failure shall be of such a nature that the same cannot be completely cured within the said thirty (30) calendar days, if Tenant shall not have commenced to cure such failure within such thirty (30) day period and shall not thereafter with reasonable diligence

Landlord



Tenant



and good faith proceed to cure such failure.

c) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or an involuntary petition in bankruptcy shall be filed against Tenant thereunder.

d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e) Tenant shall abandon or vacate the Premises during the Term of this Lease.

f) Tenant shall fail to occupy the leased Premises for fifteen (15) consecutive business days without prior written notice to Landlord of such vacancy.

Upon the occurrence of any of such events of default, Landlord shall have the right, at Landlord's election, to pursue, in addition to and cumulative of any other rights Landlord may have at law or in equity, any one or more of the following remedies without any notice or demand whatsoever:

a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination.

b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages and relet the Premises and receive the rent thereof; crediting Tenant therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting.

c) Enter upon the Premises without being liable for prosecution of any claim for damages therefor, and to do whatever Tenant is obligated to do under the Terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in thus effecting compliance with Tenant's obligations under the Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

d) Require all rental payments by "subtenants", including within that term the third parties occupying various portions of the Premises under the terms of Lease agreements with Tenant, as primary lessor or as sublessor, which would otherwise be paid to Tenant to be paid directly to Landlord and apply such rentals so paid to or collected by Landlord against any rents or other charges

Landlord



Tenant



due to Landlord by Tenant hereunder. No direct collection by Landlord from such "subtenants" shall release Tenant from the further performance of Tenant's obligations hereunder.

e) Declare all unpaid rental payments for the Term or renewal term of this Lease to be due and payable immediately and proceed to collect the same.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of any other violation or breach of any of the terms, provisions and covenants herein contained.

In determining the amount of loss or damage which Landlord suffers by reason of the termination of this Lease Agreement or the amount of deficiency arising by reason of the reletting by Landlord as provided above, damages shall be awarded for Landlord's cost of repossessing the Premises and any and all repairs or remodeling that is undertaken by Landlord to restore the Premises to a tenantable condition or to place the Premises in a desirable tenantable condition for a new tenant. These costs include reasonable attorney's fees and court costs.

CONFESSION OF JUDGMENT. UPON A FAILURE BY THE TENANT TO PAY ANY INSTALLMENT OF RENT OR ADDITIONAL RENT AS PROVIDED IN THIS LEASE WHEN DUE, OR UPON THE OCCURRENCE OF ANY OTHER EVENT OF DEFAULT SPECIFIED IN THE LEASE, THE ENTIRE AMOUNT DUE UNDER THIS LEASE SHALL BECOME IMMEDIATELY DUE AND PAYABLE WITHOUT PRESENTMENT, DEMAND, PROTEST, OR NOTICE OF ANY KIND, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY THE TENANT. UPON THE OCCURRENCE OF SUCH AN EVENT, THE TENANT THEREUPON AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR THE TENANT, AND TO CONFESS JUDGMENT IN FAVOR OF THE LANDLORD AND AGAINST THE TENANT IN THE COURT OF COMMON PLEAS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED FOR THE TOTAL AMOUNT THEN DUE AND OWING TO THE LANDLORD, AS WELL AS COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES, AND TO TRANSFER

Landlord



Tenant



JUDGMENT SO ENTERED TO ANY OTHER COUNTY OR JURISDICTION PURSUANT TO APPLICABLE LAW WITHOUT REGARD TO ITS CHARACTER AS A CONFESSED JUDGMENT. THE AUTHORITY TO CONFESS JUDGMENT HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF THE TOTAL AMOUNT DUE THE LANDLORD, AND ENTRY OF JUDGMENT ON THIS LEASE SHALL NOT BE DEEMED TO RESTRICT OR LIMIT THE LANDLORD IN PURSUING ANY OTHER REMEDY AVAILABLE TO THE LANDLORD UNDER THE LEASE, OR ANY OTHER REMEDY AVAILABLE TO THE LANDLORD AT LAW OR IN EQUITY, TO ENFORCE COLLECTION OF THE TOTAL AMOUNT DUE AND OWING TO THE LANDLORD. ALL OF SAID REMEDIES ARE HEREBY DECLARED TO BE NON-EXCLUSIVE, AND EXERCISABLE SEPARATELY OR CONCURRENTLY, UNTIL THE TOTAL AMOUNT DUE AND OWING TO THE LANDLORD IS PAID IN FULL.

THE TENANT HEREBY WAIVES THE BENEFIT OF ANY PRESENT OR FUTURE LAW OR RULE OF PROCEDURE AUTHORIZING STAY OF EXECUTION ON ANY JUDGMENT RECOVERED ON THIS LEASE, AND THE EXEMPTION OF PROPERTY FROM LEVY AND SALE THEREUNDER, AND ANY AND ALL ERRORS, DEFECTS, AND IMPERFECTIONS WHATSOEVER OF A PROCEDURAL NATURE IN THE ENTRY OF ANY JUDGMENT OR IN ANY PROCESS OR PROCEEDINGS THEREON OR RELATING TO THE SAME. IN ADDITION, THE TENANT HEREBY AGREES THAT EXECUTION MAY BE LEVIED AGAINST HIS PROPERTY PURSUANT TO A JUDGMENT ENTERED BY CONFESSION AS PROVIDED ABOVE WITHOUT FIRST HAVING BEEN GIVEN NOTICE OF SUCH JUDGMENT OR THE OPPORTUNITY TO BE HEARD AS TO THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

IT IS AGREED THAT UPON THE HAPPENING OF ANY EVENT OF DEFAULT ABOVE SPECIFIED, THE LANDLORD SHALL HAVE THE RIGHT TO BRING AN

Landlord



Tenant



AMICABLE ACTION OF EJECTMENT IN THE COURT OF COMMON PLEAS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED IN WHICH THE LANDLORD SHALL BE PLAINTIFF, AND THE TENANT AND ALL WHO COME INTO POSSESSION OF THE PREMISES DURING THE TERM OR UNDER THE TENANT SHALL BE DEFENDANT, AND THE TENANT HEREBY CONFESSES JUDGMENT IN SAID ACTION AND AGREES THAT A WRIT OF POSSESSION WITH A CLAUSE PERMITTING COLLECTION OF ALL COSTS MAY BE ISSUED FORTHWITH AND REISSUED FROM TIME TO TIME; AND ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA IS HEREBY AUTHORIZED TO APPEAR FOR THE TENANT IN SAID AMICABLE ACTION OF EJECTMENT AND TO CONFESS JUDGMENT IN EJECTMENT AS ABOVE PROVIDED.

ARTICLE 25. SERVICE OF NOTICE:

Every notice, approval, consent or other communication authorized or required by this Lease shall be in writing and sent by email and/or certified or registered mail and/or overnight courier to the other party at the following address or at such other address as may be designated by notice in writing given from time to time and shall be deemed given as of the date of mailing.


If notice is to be given to Landlord, it shall be given at the following address:

DK TECPORT LIMITED PARTNERSHIP
Triple Crown Corporation
Attn: Property Management Division
C/o Jodi Carroll
5351 Jaycee Avenue
Harrisburg, PA 17112
717-657-5729
Email:carrollj@triplecrowncorp.com

If notice is to be given to Tenant, it shall be given at the following address:

The Pennsylvania Cyber Charter School
Attention: Nicole Granito, COO
652 Midland Avenue

Landlord 

Tenant 

Midland, PA 15052
Phone: 724-888-7781
Email: nicole.granito@pacyber.org

ARTICLE 26. QUIET ENJOYMENT:

So long as Tenant is not in default under the terms and conditions of this Lease, Landlord hereby covenants and agrees that Tenant shall have the peaceable possession and enjoyment of the Premises throughout the Term of this Lease Agreement without any hindrance, disturbance, or ejection by Landlord, its successors and assigns, except as otherwise provided in this Lease Agreement or as a result of a breach of said Lease. Landlord represents and warrants that it has full right and authority to enter into and perform its obligation as Landlord under this Lease for the full Term hereof.

ARTICLE 27. SUBORDINATION AND NON-DISTURBANCE AND ESTOPPEL CERTIFICATE:

This Lease and all of the rights of Tenant hereunder, except Tenant's property or trade fixtures, shall be subject and subordinate to the lien of any mortgage or mortgages now or hereinafter placed on the Premises or any part thereof, and any and all renewals, modifications, replacements, extensions, or substitutions of any such mortgage or mortgages, all of which are hereinafter termed the "Mortgage" or "Mortgages". Tenant agrees to attorn to any receiver appointed for the Property in connection with any Mortgage, to the holder of any Mortgage (a "Mortgagee") who acquires possession of the Property, and to any Mortgagee or other person who succeeds to the interest of Landlord under this Lease or otherwise acquires title to the Property by foreclosure of a Mortgage or otherwise. Landlord represents, warrants, and covenants that, so long as Tenant is not in default under this Lease Agreement, or any renewal thereof, no foreclosure of the lien of said mortgage or any other proceeding with respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interest or rights whatsoever of Tenant under this Lease Agreement. Tenant, if requested by Landlord, shall execute any instruments in recordable form as may be reasonably required by Landlord in order to confirm or effect the subordination or priority of this Lease, as the case may be, and the attornment of Tenant to future landlords in accordance with the terms of this Article.

From time to time upon the reasonable request of Landlord, upon ten (10) business days notice, Tenant shall execute and deliver to Landlord a statement provided by Landlord to Tenant indicating the commencement date of the Lease, the termination date of the Lease, Landlord's compliance with the terms of the Lease and such other items regarding the terms of the Lease that may be reasonably requested by Landlord.

Landlord



Tenant



ARTICLE 28. ARBITRATION:

Any controversy, dispute, or claim arising out of or relating to:

The usability of the Premises or reasonable rent after damage or destruction as provided in **Article 15**, or

The reasonableness of Landlord's consent or assignment or subletting as provided in **Article 19**;
or

The usability of the Premises or reasonable rent after a taking as provided in **Article 20**, shall be settled in arbitration in accordance with the rules of the American Arbitration Association. The arbitration decision will be final and binding upon the parties.

ARTICLE 29. HOLD-OVER:

In the event Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be deemed a tenant at sufferance without further right of possession. Until Tenant vacates the Premises, Tenant shall pay a monthly rental equal to the total rent paid for the last month of the Term or renewal term of this Lease plus fifty percent (50%) of such amount. Landlord's acceptance of rent as provided for herein shall, in no manner whatsoever, be deemed an acceptance by Landlord of Tenant's continued occupancy.

ARTICLE 30. LANDLORD'S CONSENT:

Wherever and whenever the consent or approval of Landlord is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE 31. GOVERNING LAW:

This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania.

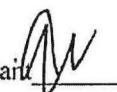
ARTICLE 32. PARTIAL INVALIDITY:

If any term, covenant, condition, or provisions of this Lease, or the application thereof, to any person or circumstances, shall at any time or to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision 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, condition, or provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 33. INTERPRETATION:

Wherever in this Lease the singular number is used, the same shall include the plural, and the

Landlord 

Tenant 

masculine gender shall include the feminine and neuter genders, and vice versa, as context shall require. The section headings used herein are for reference and convenience only and shall not alter the interpretation thereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

ARTICLE 34. ENTIRE AGREEMENT:

No oral statement or prior written agreement relating to this matter shall have any force or effect. Tenant and Landlord agree that neither is relying on any representations or agreements of the other except for those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

ARTICLE 35. PARTIES:

Except as otherwise expressly provided herein, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

ARTICLE 36. DISCLOSURE OF STATUS AS LICENSEE:

Landlord hereby discloses that Mark X. DiSanto and Triple Crown Corporation, Inc. "TCC", are licensed real estate brokers in the Commonwealth of Pennsylvania, have an ownership interest in the Landlord. All agents of TCC represent Landlord.

The parties hereto acknowledge and agree that TCC and Landmark Commercial Realty are the real estate agents for Landlord and Landmark Commercial Realty is the real estate agent for Tenant. Landlord shall be responsible for any and all commissions due as a result of this Lease. Tenant represents and warrants that it has not engaged any real estate broker for this transaction and that it knows of no brokerage commission being due to any party other than as set forth herein. Tenant acknowledges that if it engages any other real estate agent other than as set forth herein to negotiate any renewal it shall be Tenant's sole obligation to pay such agent and not Landlord.

ARTICLE 37. PARKING:

Landlord, for the benefit and use of Tenant, will continuously provide at no additional cost and for the entire Term and any Renewal Terms, all of the parking areas adjacent to the Building subject to any currently existing parking encumbrances or areas dedicated to the exclusive use of an existing tenant as of the execution of this Lease. The Building's parking areas will be adequately illuminated. So long

Landlord



Tenant



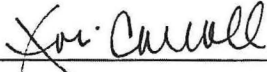
as Tenant is occupying the Premises, Tenant and its employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants ("Tenant's Parties") shall have the right, at no additional charge to Tenant, to use the parking spaces on an unreserved, nonexclusive, first come, first served basis, for passenger-size automobiles, in the parking areas in the Common Areas in common with other tenants of the Building. Notwithstanding the foregoing, Landlord shall dedicate six (6) parking spaces for the exclusive use of Tenant and Tenant's Parties during the Term and any Renewal Terms.

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

LANDLORD

TRIPLE CROWN CORPORATION
PROPERTY MANAGEMENT DIVISION

as agent for DK TECPORT LIMITED PARTNERSHIP:




Witness Signature


By: Deborah A. Hodges Date: 6-2-21
Chief Operating Officer

TENANT

THE PENNSYLVANIA CYBER CHARTER SCHOOL:



Witness Signature


By: Brian Hayden, CEO Date: 5-25-2021

Landlord 

Tenant 

LIST OF EXHIBITS

Exhibit A - Commencement Letter

Exhibit B - Operating Expense Responsibility Table

Exhibit C - Emergency List

Exhibit D - As-Built Floor Plan

Exhibit E - Sign Requirements

Landlord 


Tenant 

EXHIBIT "A"
LEASE COMMENCEMENT LETTER

REF: Commencement of Lease Dated _____, 2021 Between TRIPLE CROWN CRPORATION PROPERTY MANAGEMENT DIVISION as agent for DK TECPORT LIMITED PARTNERSHIP and THE PENNSYLVANIA CYBER CHARTER SCHOOL

Dear Tenant:

We are writing to welcome you to your new 13,643 square foot space at 3721 TecPort Drive, Suite 102, Harrisburg, PA 17111. This letter will also serve to establish the exact commencement and expiration dates of your lease.

In the event you have questions with regard to the financial or other terms of the lease contact Liane Coble, Commercial Property Manager for Triple Crown Corporation. If Liane Coble cannot immediately answer your question, she will obtain the proper information and make contact with you as soon as possible.

Triple Crown Corporation has a fully staffed property maintenance department. To schedule necessary repairs to the leased premises or notify us of an emergency situation, please contact Liane Coble at the number below. We maintain an after-hours answering service and an on-call maintenance staff in the event you would require emergency service after normal office hours.

The following phone numbers should be used to contact Triple Crown Corporation staff:

Liane Coble, Commercial Property Manager	(717) 920-8951
Triple Crown Corporation Switchboard	(717) 657-5729
After hours answering service	(717) 657-5729 X410 will beep on call service tech

SUMMARY OF LEASE TERMS:

LEASE TERM:

Lease Commencement Date:
Lease Expiration Date:
Rent Commencement Date:
You Have the Following Lease Renewal Options:

RENT:

The Rent for the term of this lease shall be payable as follows:

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
---------------	------------------------	-------------------------

PAYMENT OF RENT:

The first month's rent is calculated as follows based on a pro rata calculation of a -day month:

Rent \$

If you already remitted your rent for the first full month in accordance with the Lease Agreement, please remit the above amount for the second month of the lease on or before Month, day, 2021. Thereafter, your rent payments are due the first of each month and are as stated in the lease. No invoices will be sent to you.

Landlord



Tenant



Please make checks payable to:

Triple Crown Corporation
Property Management Division
5351 Jaycee Avenue
Harrisburg, PA 17112

TENANT INFORMATION:

In order to facilitate a smooth transition into the Premises, the following items must also be addressed:

1. Enclosed is Exhibit "C", an emergency list for your completion. Kindly return it to Liane Coble as soon as possible. This list is held in the strictest confidence and will only be used during an after-hours emergency or if an emergency contact would become necessary.
2. .
3. Responsibility for trash disposal is addressed in the Exhibit "B" outline of financial responsibility.
4. Exhibit "B" indicates the division of responsibility for the cost of various operating costs with respect to the property you are leasing from us. This Exhibit "B" is based on the terms of the lease and will be used as a guideline for determining whether the costs incurred are your responsibility as tenant or our responsibility as landlord. Where applicable, we have indicated if the cost if paid for by Landlord is to be included in Common Area Maintenance or operating costs that are billed to you as Tenant. If you are not in agreement with Exhibit "B", please contact us immediately.
5. In accordance with Article 10 of the terms specified in the lease agreement, please send a certificate of **insurance** to Liane Coble of our office **prior to occupancy**. Please make sure that the insurance certificate lists Entity Name as additionally insured.

We have summarized some of the key terms of the lease in this letter in order to provide you with a quick reference. If there is a discrepancy between this letter and the lease agreement, the lease agreement shall govern.

Again, we would like to welcome you to your new premises. If you have any property management related questions, please feel free call Jodi Carroll in our corporate office at 717.657.5729

Sincerely:

Liane Coble
Commercial Property Manager

enclosure

My signature indicates that I have read and agree with the above commencement information:

Tenant Representative

Date

Landlord 

Tenant 

EXHIBIT "B"

The following table delineates the financial responsibility between Landlord and Tenant for the maintenance, repairs and alterations of all grounds and buildings of the Premises¹

	Landlord	Tenant
Structural Repair or Replacement Items:		
roof and roof membrane	X	
exterior walls	X	
interior weight bearing walls	X	
Structural floor system	X	
Foundations	X	
paved parking areas	X	
heating, ventilation and air conditioning	X	
electrical system	X	
Plumbing	X	
Windows	X	
Maintenance items:		
roof and roof membrane	X	
salary, wages and other expenses	X	
management fee	X	
exterior walls	X	
paved parking areas	X	
heating, ventilation and air conditioning	X	
electrical system	X	
Plumbing	X	
Windows	X	
curbs and bumpers	X	
Snow and ice removal - parking lots	X	
Snow and ice removal – sidewalks	X	
Mowing	X	
Parking lot sweeping	X	
Parking lot striping	X	
Exterior landscaping	X	
Real estate taxes	X	
Preventive Maintenance Contracts on HVAC	X	
Resurfacing and sealing parking lots	X	
Obtaining property and fire insurance on Property and general liability insurance for Landlord relating to Property	X	
Exterior doors	X	
Interior doors	X	
Exterior lighting	X	
Cleaning of interior and exterior windows	X	
Replacement of light bulbs, tubes, ballasts and starters		X
Pest Control – Tenant Suite		X
Pest control-common areas	X	
Cleaning and maintenance of common areas	X	
Maintenance of fire extinguishers	X	
Tenant's trash removal (from outside dumpsters)	X	
Janitorial service within Tenant's space		X
Plumbing fixtures within Tenant's space	X	
Sign maintenance—Tenant's space		X

Landlord 

Tenant 

	Landlord	Tenant
Telephone, security, data and communication systems		X
Obtaining insurance on contents of Premises		X

¹ If repairs and maintenance performed by Landlord at Landlord's expense are found to have been necessary due to the negligence of Tenant, its employees, agents or customers, Tenant shall reimburse Landlord for the cost of such repairs or maintenance.

Landlord



Tenant



EXHIBIT "C"

PROPERTY MANAGEMENT COMPANY: Triple Crown Corporation

PROPERTY MANAGEMENT ADDRESS: 5351 Jaycee Avenue
Harrisburg, PA 17112

PROPERTY MANAGER PHONE #: 717-920-8951

PROPERTY MANAGER FAX#: 717-657-8125

PROPERTY MANAGER EMAIL: coblel@triplecrowncorp.com

TENANT ADDRESS: _____

TENANT PHONE #: _____ **TENANT FAX #:** _____

TENANT EMAIL ADDRESS: _____

HOURS OF OPERATION:

SUN _____ WED _____ SAT _____
MON _____ THR _____
TUE _____ FRI _____

SECURITY PROVIDER: _____ **TELEPHONE #** _____

SECURITY CODE # _____

**EMERGENCY RESPONDER
PHONE NUMBERS**

CONTACT PERSONS BUSINESS HOME MOBILE PAGE

- 1.
- 2.
- 3.

**PLEASE INDICATE THE NAME AND ADDRESS THAT YOU NEED NOTICES OR ANY
OTHER COMMUNICATION SENT TO (IF OTHER THAN YOUR SUITE ADDRESS AS LISTED ABOVE):**

NAME: _____

ADDRESS: _____

PLEASE RETURN THIS FORM TO: Triple Crown Corporation at the email address listed above

Landlord 

Tenant 

EXHIBIT "D"

FLOOR PLAN

Landlord



Tenant



EXHIBIT "E"

SIGN REQUIREMENTS

1. Size and type of sign shall be in conformance with the Swatara Township zoning ordinance and any sign specifications filed with Swatara Township.
2. Tenant shall be responsible for securing the permits necessary for sign installation.
3. Tenant shall submit drawings and sign specifications to Landlord for Landlord's approval prior to the installation of any signs on the exterior of the building or property. Tenant's sign installer must obtain approval from Landlord for method of attaching sign to the building.
4. Signs shall be individual illuminated channel letters or box sign. Individual letters shall be mounted on a raceway to minimize the number of holes in the building required to anchor sign.
5. Sign shall illuminate by photocell, so all tenant signs are coordinated with respect to time of day which they initiate illumination.

Landlord



Tenant _____

RECEIVED
NOV 11 2016

BY: VT

LEASE AGREEMENT
722 Midland Avenue Midland, Pa 15059

THIS LEASE AGREEMENT (the "Lease") is made this 16 day of September 2016, by and between SOUTHBOUND ENTERPRISES LLC a Pennsylvania Limited Liability Company, having an office at: 2270 Chapparral Drive, Pittsburgh, Pennsylvania, 15239 (hereinafter called "Landlord"), and The PENNSYLVANIA CYBER CHARTER SCHOOL, a Pennsylvania Cyber Charter School, having a notice address at 652 Midland Avenue, Midland, PA 15059 (hereinafter called "Tenant").

WITNESSETH

ARTICLE 1. DEMISED PREMISES.

Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the premise located at;

722 Midland Avenue, Midland, Pa 15059 (hereinafter sometimes called the "Demised Premises" or the "Premises",) situated on a parcel of land in Midland Borough, Beaver County, Commonwealth of Pennsylvania; also known as;

Lot Nos. 254 and 255 in the Midland Plan "A", PARCEL ID 33-005-0116.000-1

The Demised Premises consists of approximately 9,158 gross Sq. Ft. on the first and second floors. Area is defined as the area bounded by the exterior face of any exterior wall and the exterior face of any common wall. Tenant will have exclusive access to, and use of, unfinished basement; approximately an additional 4,080 Sq. Ft. which is not calculated in the gross Sq. Ft. above.

ARTICLE 2. LEASE TERM

The Term of this Lease shall be 48 months, commencing on the 1st day of December 2016 and ending November 30th, 2020, unless sooner terminated under the provisions hereof.

Termination Option. During the Term of the Lease, Tenant shall have the option in its sole discretion to terminate the Lease upon written notice to the Landlord if the Tenant's charter to operate as a cyber charter school is not renewed, or is otherwise revoked or terminated by Pennsylvania Department of Education ("PDE") or other governing authority with the legal right to not renew, revoke or terminate Tenant's charter. In which case this lease shall terminate and neither party shall have and further obligation to the other. Additionally, the Tenant may provide a copy of this Lease to PDE, upon request by PDE.

ARTICLE 3. RENT

Tenant shall pay to Landlord as a minimum guaranteed rent ("Minimum Rent"), of \$10.00 per Sq Ft with for a total of \$457,900.00 over the lease term, payable in advance without demand, on or before the first day of each calendar month during the term in the following schedule;

- **December 1 2016 through November 30, 2020; - \$366,320.16 paid in equal monthly installments of \$7,631.67**

Tenant agrees to pay \$917.59 monthly as additional rent toward annual tax burden of \$12,795.62 and insurance of \$3,600. Tenants total monthly payment with share of taxes/insurance is \$8,549.26.

Current 2016-2017 total tax Burden is \$12,795.62 and insurance burden is \$3,600 per year. Landlord, upon receipt of notice of any increase, shall submit copy of same to tenant for payment.

In the event any installment of Minimum Rent under this Lease shall become overdue (10th of month is overdue), a "Late Charge" of \$100.00 will apply

ARTICLE 4. USE.

Tenant agrees that the Demised Premises shall be occupied by no other person or entity except upon and with the written consent of Landlord. Such consent shall not be unreasonably withheld by the Landlord.

ARTICLE 5. CONDUCT OF BUSINESS.

Tenant will keep the inside and outside of all glass in the doors and windows of the Demised Premises clean; will keep all exterior and interior surfaces clean; will replace promptly at its own expense with glass of like kind and quality any plate glass or window glass of the Demised Premises which may become cracked or broken; will maintain the Demised Premises, at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulations of garbage, trash rubbish and other refuse, but will remove the same at its expense; will not burn any trash or garbage whatsoever; will comply with all laws and ordinances and all valid rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau with respect to the use of occupancy of the Demised Premises by Tenant.

ARTICLE 6. CONSTRUCTION OF DEMISED PREMISES

Tenant acknowledges that Landlord has no obligation to improve the Premises. Tenant agrees that any and all construction or improvements to the Demised Premises shall be performed by Tenant, at Tenant's expense. All improvements and construction work shall be performed in compliance with the applicable building codes. Tenant shall submit plans and specifications to Landlord for review and approval. Tenant shall be responsible to obtain any required permits prior to performing any work.

ARTICLE 7. SIGNS

Tenant agrees that no sign will be erected unless it meets the Midland Borough Sign requirements. Tenant agrees to maintain its signs in a good state of repair and save the Landlord harmless from any loss, cost or damage as a result of the maintenance, existence or removal of the same and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Landlord and Tenant understand that Landlord has started the process for a façade grant to improve the façade of the building which will include a sign for tenant which tenant will review for approval.

ARTICLE 8. PROPERTY IN THE DEMISED PREMISES

All leasehold or building improvements or additions, such as hardwood floors, carpeting and padding, light fixtures and heating and air-conditioning equipment and all construction work whether done by Tenant and/or Landlord shall, when installed or completed, attach to the freehold and become and remain the property of the Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Demised Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Demised Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property or its business from water, gas, steam, fire, or the bursting, stoppage or leaking of water from sewer pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever.

ARTICLE 9. TRADE FIXTURES

Tenant may, at the expiration of the Term, remove all Tenant's trade fixtures which can be removed without costly defacement of the Premises, provided all rents stipulated herein are paid in full and Tenant is not otherwise in default hereunder, and further provided that any and all damage to the Demised Premises (resulting from or caused by such removal) shall be promptly repaired at Tenant's expense.

ARTICLE 10. ALTERATIONS

Tenant further covenants not to permit alterations of or upon any part of the Demised Premises except by and with the written consent of the Landlord first had. Alterations which require Landlord's written consent include but are not limited to floor, wall and ceiling alteration and changes to mechanical or electrical equipment. All alteration to the Premises shall be made in accordance with applicable building codes, ordinances and regulations and shall remain for the benefit of the

Landlord unless otherwise provided in the said written consent above mentioned; and, the Tenant further agrees, in the event of making such alterations as herein provided, to indemnify and save harmless the Landlord from all expense, liens, claims or damages to either persons or property or the Demised Premises, arising out of or resulting from the undertaking or making of said alterations.

ARTICLE 11. LIENS

No work which Landlord permits Tenant to do, whether in the nature of erection, construction, alteration or repair, shall not permit any mechanic's or other lien or encumbrance or charge shall be allowed against the right, interest or estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. In the event any lien is made or filed as the result of any work done by or on behalf of Tenant, Tenant shall cause the same to be discharged by deposit, bonding, and payment or otherwise within sixty (60) days after written request by Landlord. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy which Landlord may have, Landlord may, but shall not be obligated to, discharge said lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings and in any event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor with interest, costs and expenses incurred by Landlord in connection therewith, together with interest thereon from the respective dates of Landlord's making of the payment and incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall be construed as consent on the part of Landlord to subject the estate of Landlord to liability under the Mechanics' Lien Law, it being expressly understood that Landlord's estate shall not be subject to such liability. Nothing contained in or contemplated by this Lease shall be deemed or construed in any way as constituting consent or request of Landlord, by inference or otherwise, for the performance of any work or service or the furnishing of any materials for which any lien could be filed against the Demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the performance of any work or services or the furnishing of any materials for which any lien could be filed against the Demised Premises.

ARTICLE 12. UTILITIES.

Tenant agrees to pay for all utility services rendered or furnished to the Demised Premises including heat, gas, water/sewer, electricity, trash removal or other charges on such utilities and governmental charges based on utility consumption. Said utility services will be provided directly to the Demised Premises by the local utility company. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such services to the Demised Premises.

ARTICLE 13. MAINTENANCE

Tenant covenants and agrees to keep and maintain at its own cost and expense in good order, condition and repair the Demised Premises and every part thereof, including, but without limitation, the exterior and interior portions of all doors, walls, roofs, door checks and operators; windows, surrounding the Demised Premises; all plumbing and sewage facilities, electrical systems, within the Demised Premise; utility lines within and outside Tenant's Demised Premises; interior walls, floors and ceilings, signs; and all interior building appliances and similar equipment to include the heating and air condition system(s), elevator, and smoke and fire alarm systems.

If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord, in addition to any other remedy, may, at Landlord's option, make or complete said repairs. Tenant shall pay the cost thereof to Landlord upon demand.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

Any consent by Landlord, which shall not be unreasonably withheld, to an assignment or sublease by Tenant, shall apply only to the specific transaction thereby authorized and shall not relieve Tenant from the requirement of obtaining prior written consent of Landlord to any further assignment or sublease.

An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to any assignee without the written consent of the Landlord first having been obtained.

ARTICLE 15. INSURANCE

A. Tenant covenants and agrees to keep in force during the entire Term of this Lease: (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant relating to the Demised Premises and its appurtenances in an amount of not less than \$1,000,000.00 in respect of personal injury or death and of not less than \$2,000,000.00 in respect of property damage, which insurance shall name Landlord as an additional insured; (ii) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all leasehold or building improvements in the Demised Premises which were originally constructed or provided by or on behalf of Tenant as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein. All such insurance may be carried specific to this premise or under a blanket policy covering the Demised Premises and any other of Tenant's leased or owned premises.

B. Tenant will indemnify, save harmless, and defend Landlord from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Tenant's construction, alteration,

renovation, remodeling and/or fixturing of the Demised Premises occurring after the Commencement Date of this lease, or out of the business conducted in the Demised Premises or occurring in, on or about the Demised Premises or any part thereof, or arising directly or indirectly from any act or omission of Tenant or any of its contractors, subcontractors, concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from any against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability coverage maintained by Tenant pursuant to Subsection A above shall specifically insure the contractual obligations of Tenant as set forth herein.

C. Landlord will indemnify, save harmless, and defend Tenant from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Landlord's construction, alteration, renovation, remodeling and/or fixturing of the Demised Premises occurring after or before the Commencement Date of this lease, or arising directly or indirectly from any act or omission of Landlord or any of its contractors, subcontractors, concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from any against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon.

D. Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of the Fire Insurance Rating Organization and any similar body and any governmental authority having jurisdiction. If Tenant installs any electrical equipment that overloads the lines in the Demised Premises or the building in which the Demised Premises are located, Tenant shall, at its own cost and expense promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof.

ARTICLE 16. FIRE OR OTHER CASUALTY.

A. Should the Demised Premises (or any part thereof) be damaged or destroyed by fire or other casualty insured under the standard fire and casualty insurance policy, Landlord shall, except as otherwise provided herein, and to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Landlord's obligation hereunder shall be limited to the building and improvements originally provided by Landlord at the Commencement Date of the Term of this Lease. Landlord shall not be obligated to repair, rebuild or replace any property belonging to Tenant or any improvements to the Demised premises furnished by Tenant. If there should be a substantial interference with the operation of Tenant's business in the Demised Premises as a result of such damage or destruction which requires tenant to temporarily close its business to the public, the Minimum Rent shall abate (not be due). Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall, at its cost and expense, repair, restore, redecorate and refixture the Demised Premises and restock the

contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, except for the building and improvements to be reconstructed by Landlord as above set forth. Tenant agrees to commence such work within thirty (30) days but not later than Sixty (60) days after the date of such damage or destruction or the date Landlord completes any reconstruction required to be completed by it pursuant to the above, whichever date is later, and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be done within a period of ninety (90) to One Hundred Twenty (120) days after it is required to commence such work. Time frames may be extended upon written notice to Landlord not to exceed an additional thirty (30) days.

ARTICLE 17. EMINENT DOMAIN.

If the whole of the Demised Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof, then this Lease shall terminate on the date when Tenant is required to yield possession thereof.

In the event of a taking under the power of eminent domain of the Demised Premises, whether whole or partial, all compensation awarded for such taking of the free and leasehold estate, or consideration paid for a conveyance in lieu of condemnation, as damages or otherwise, shall belong to and be the property of Landlord, except that Tenant shall be entitled to recover from the condemning authority, but not from Landlord, such amounts as may be separately awarded to Tenant for removal expenses, business dislocation damages and moving expenses, provided not such claim shall diminish or adversely affect Landlord's award. Tenant hereby assigns to Landlord all right, title and interest of Tenant in and to any award made for leasehold damages and/or diminution in the value of Tenant's leasehold estate.

ARTICLE 18. SUBORDINATION, ATTORNMENT AND MORTGAGEE'S APPROVAL.

Landlord reserves the right and privilege to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said Premises and on the land and buildings of which said Premises are a part, or upon any buildings hereafter placed upon the land of which the Demised Premises are a part (the holder of any such mortgage hereinafter referred to as mortgagee), and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof.

ARTICLE 19. BANKRUPTCY.

Tenant covenants and agrees that if, at any time, Tenant is adjudged bankrupt or insolvent under the laws of the United States or any state thereof, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Premises is appointed, then Landlord may, at its option, declare this Lease terminated and shall

forthwith be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord shall be entitled to all the rights and remedies accorded Landlords, including without limitation those set forth in said Bankruptcy Code.

ARTICLE 20. DEFAULT.

The occurrence of any of the following shall constitute a default and breach of this lease by Tenant:

A. If Tenant shall fail, neglect or refuse to pay any installment of Minimum Rent at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof, and if any such default should continue for a period of more than thirty (30) days; or if

B. Tenant shall abandon or vacate the Demised Premises or neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Tenant by Landlord (provided, however, that if the cause for giving such notice involves the making of repairs or other matter reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance of said notice); or if

C. Tenant shall repeatedly pay rent or other sums or charges due Landlord under this Lease after the date same are due, regardless of any grace period provided herein, and regardless of whether Tenant has timely cured any or all such incidences of non-timely payment.

In the event of any such default or breach of this lease by Tenant, Landlord shall have the right and option to declare the entire amount of Minimum Rent and other charges due for the balance of the Term hereof immediately due and payable by Tenant, and shall have any or all of the remedies hereinafter set forth, and further, in the event of such default or breach of this lease by Tenant, the tenant does hereby: (1) authorize and fully empower Landlord or Landlord's agent to cancel or annul this Lease at once and reenter and remove all persons and their property, and such property may be stored in a public warehouse or elsewhere at the cost of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Landlord; (2) empower any attorney of any Court of record within the United States or elsewhere to appear for Tenant and with or without declaration filed confess judgment against the Tenant, and in favor of Landlord, his heirs, devisees, executors, administrators successors or assigns, as of any Term for the sum due by reason of said default in the payment of Rent, including unpaid Rent for the balance of the term if the

same shall have become due and payable under the provisions herein, and/or for the sum due by reasons of any breach of covenant or agreement by Tenant herein.

ARTICLE 21. HOLDING OVER.

In the event Tenant remains in possession of all or any part of the Demised Premises after the expiration of the Term of this Lease or any renewal thereof, Tenant shall be deemed to be occupying the Demised Premises as a tenant from month to month and agrees to pay a monthly rental rate equal to a minimum of then current rate.

ARTICLE 22. ACCESS TO DEMISED PREMISES.

Tenant further agrees to permit Landlord or Landlord's agent to inspect or examine the Demised Premises at any reasonable time, and to permit Landlord to make such repairs or improvements to the building of which the Demised Premises are a part that Landlord may deem desirable or necessary for its preservation and which Tenant has not covenanted herein to do or has failed to do. In the event of an emergency, Landlord shall have the right to enter the Demised Premises without Tenant's permission.

Tenant further agrees that on and after one hundred-twenty (120) days next preceding the expiration of the Term of this Lease, Landlord or its agents shall have the right to show the Demised Premises to potential tenants by giving a minimum 24 hour notice to show said premise, and to place notices offering the Premises "To Let" or "For Sale" on the front of the Demised Premises or any part thereof.

ARTICLE 23. QUIET ENJOYMENT

Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord.

ARTICLE 24. NOTICES.

Any notice which Landlord or Tenant may desire or be required to give to the other party shall be in writing and shall be sent to the other party by registered or certified mail to the address specified in the opening paragraph of this Lease or to such other address as either party shall have designated to the other by like notice, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

All payments required under this Lease are to be paid in legal tender and lawful money of the United States or the equivalent, at Landlord's above specified address.

ARTICLE 25. ENTIRE AGREEMENT.

This Lease and the Exhibits, and Rider(s), if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

ARTICLE 26. HAZARDOUS WASTE.

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or otherwise hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Building any such materials or substances except to use in the ordinary course of Tenant's business. In all events, Tenant shall indemnify Landlord from any release of hazardous materials on the Premises occurring while Tenant is in possession or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the lease term.

In the event Tenant shall, during either its initial construction, the making of any alterations, the normal course of business, or otherwise, install, cause to be installed, create, cause to be created or otherwise generate any type of infectious waste, including but not limited to chemical products or by-products, Tenant shall be solely responsible for storing and removing same from the Premises, at Tenant's cost, in compliance with all rules and regulations of the Building and any governmental authority with jurisdiction, and without potential or actual damage to any of the Building's facilities. Tenant agrees to hold Landlord harmless from any and all direct or indirect costs associated with Tenant's failure to act in accordance with the terms of this Article.

ARTICLE 27. CORPORATE TENANT

If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State; and that the person or persons executing this Lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officers are duly authorized to execute, acknowledge and deliver this Lease to Landlord (a copy of a resolution to that effect to be supplied to Landlord upon request).

ARTICLE 28. AMERICANS WITH DISABILITIES ACT

Landlord and Tenant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act (the "ADA"), responsibility for compliance with the terms and conditions of title III of the ADA may be

allocated as between Landlord and Tenant. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that the responsibility for compliance with the ADA shall be allocated as follows: (i) Tenant shall be responsible for compliance with the provisions of the title III of ADA with respect to the construction by or on behalf of Tenant of alterations within the Premises, or if such compliance is necessitated by the composition of Tenant's work force, provided Landlord consents to such alterations. Landlord shall be responsible for compliance with the provisions of title III of the ADA with respect build out to gain approvals for occupancy. Landlord and Tenant each agree to indemnify and hold each other harmless from and against any claims, damages, costs, and liabilities arising out of Landlord's or Tenant's failure, or alleged failure, as the case may be, to comply with title III of the ADA as set forth above, which indemnification obligation shall survive the expiration or termination of this Lease.

ARTICLE 29. SPECIAL PROVISIONS

Both parties agree and understand that the Pennsylvania Department of Public Education has the right to request and receive a copy of this agreement from either party.

During the term of this lease, Tenant shall have in its sole discretion to terminate this lease upon written notice to Landlord if Tenant's Charter to operate as a Cyber Charter School is not renewed, or otherwise revoked or terminated, by the Pennsylvania Department of Education ("PDE"), or other governing authority with legal right to not renew, or terminate Tenants Charter. In which case this lease shall terminate and neither party have any further obligation to the other.


IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Lease to be signed and sealed as of the day and year first above written.

Signed in the presence of:

LANDLORD:
Southbound Enterprises, LLC

ATTEST:



BY:  Date: 10/7/16
William F. Smith, JR.

TITLE: Managing General Partner

TENANT:
Pennsylvania Cyber Charter School

ATTEST:



By:  Date: 10/7/16

TITLE: Interim CEO

VJ
2/18/20

LEASE ADDENDUM # 1
722-Midland Avenue, Midland, Pa 15059

THIS LEASE ADDENDUM, MADE THIS 30TH DAY OF JANUARY 2020, IS AN INTEGRAL PART OF THE LEASE AGREEMENT MADE THE 26TH DAY OF SEPTEMBER, 2016, BY AND BETWEEN SOUTHBOUND ENTERPRISES LLC, a Pennsylvania Limited Liability Company (the "Landlord"), AND THE PENNSYLVANIA CYBER CHARTER SCHOOL, a Pennsylvania Cyber Charter School (the "Tenant"), FOR THE PREMISES AT 722 MIDLAND AVENUE, MIDLAND, PA 15059.

The following Terms in the Lease Agreement Shall be amended as follows:

ARTICLE 2. LEASE TERM:

The current lease ends November 30th, 2020.

- Landlord and Tenant hereby agree to extend the lease Three (3) years ending November 30th, 2023.

ARTICLE 3. RENT:

The current rent is \$10.00 per Sq. Ft.; \$7,631.67 monthly

- Landlord and Tenant hereby agree, beginning with rent due December 1 2020, rent shall be \$10.50 per Sq. Ft.
- Based on 9,158 Sq. Ft., the new annual rent shall be \$96,159, \$288,477 over the three-year extension period, paid in equal monthly installments of \$8,013.25.

Tenant currently pays \$917.59 monthly as additional rent toward annual tax burden of \$12,795.62.

Beginning Jan 1 2020 annual tax burden has been increased to \$14,513.60.

- Tenant shall pay as additional rent, beginning January 1, 2020, of \$1,209.47
- Tenant has paid Jan. & Feb. 2020 rent and owes Landlord \$583.75 for the 2020 tax increase; \$1,209.47 new monthly tax payment - \$917.59 old tax payment = \$291.88 x 2 months.
- Tenants new total monthly rent for March through Nov 2020 due to tax increase is \$8,841.14; \$7,631.67 based on current \$10 per Sq. Ft. + \$1,209.47 toward tax burden.
- Tenants new total monthly rent beginning December 1 2020 is \$9,222.72; \$8,013.25 based on \$10.50 Sq. Ft. + \$1,209.47 toward tax burden.

ARTICLE 25. ENTIRE AGREEMENT:

It is mutually understood and agreed that the rights, duties, and obligations created hereby shall extend to and be binding upon the parties, their heirs, executors, administrators, successors and assigns, and that the singular herein shall include the plural.

IN WITNESS HEREOF, and intending to be legally bound, Landlord and Tenant have caused this Lease Addendum to be signed and sealed while acknowledging all

other terms and/or conditions of the above-mentioned original lease shall remain in full force and effect.

LANDLORD: Southbound Enterprises LLC

TENANT: Pennsylvania Cyber Charter School

BY: *William F. Smith, Jr.* *2/17/20*
Name: William F. Smith, JR. / DATE
Title: Managing Member

BY: *Nicole Granito* *2/17/2020*
NAME: Nicole Granito / DATE
Title: Chief operations officer

LEASE AGREEMENT
722 Midland Avenue, Midland, Pa 15059

THIS LEASE AGREEMENT (the "Lease") is made this 13th day of September, 2023, by and between 2848 Main, LLC, a Pennsylvania Limited Liability Company, having an office at: 620 W Main St, Elkland, PA 16920 (hereinafter called "Landlord"), and The PENNSYLVANIA CYBER CHARTER SCHOOL, a Pennsylvania Cyber Charter School, having a notice address at 1200 Midland Avenue, Midland, PA 15059 (hereinafter called "Tenant").

WITNESSETH

ARTICLE 1. DEMISED PREMISES.

Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the Commercial premise located at;

722 Midland Avenue, Midland, Pa 15059 (hereinafter sometimes called the "Demised Premises" or the "Premises",) situated on a parcel of land in Midland Borough, Beaver County, Commonwealth of Pennsylvania; also known as;

Lot Nos. 254 and 255 in the Midland Plan "A", PARCEL ID 33-005-0116.000-1

The Demised Premises consists of approximately 9,158 gross Sq. Ft. on the first and second floors. Area is defined as the area bounded by the exterior face of any exterior wall and the exterior face of any common wall. Tenant will have exclusive access to, and use of, approximately an additional 4,080 Sq. Ft. which is not calculated in the gross Sq. Ft. above.

ARTICLE 2. LEASE TERM

The Term of this Lease shall be 36 months, commencing on the 1st day of December 2023 and ending November 30th, 2026.

Landlord is responsible for Installation, at Landlords sole expense, of a new roof per **EXHIBIT A**.

ARTICLE 3. MINIMUM RENT.

Tenant shall pay to Landlord as a guaranteed rent ("Rent"), of \$13.10 per Sq Ft Year 1, \$14.00 per Sq Ft Year 2, and \$15 per Sq Ft year 3 for a total of \$385,582 over the lease term, payable in advance without demand, on or before the first day of each calendar month during the term in the following schedule;

- December 1 2023 through November 30, 2024; - \$120,000.00 paid in equal monthly installments of \$10,000
- December 1 2024 through November 30, 2025; - \$128,212 paid in equal monthly installments of \$10,684.33.
- December 1 2025 through November 30, 2026; - \$137,370 paid in equal monthly installments of \$11,447.50.

In the event any installment of Minimum Rent under this Lease shall become overdue (10th of month is overdue), a "Late Charge" of \$75.00 will apply

Options to Renew:

Tenant has two(2), One (1)year options to renew this lease at the end of the 36-month term by giving Landlord 120 days advance notice (by email) prior to the end of the 36-month term or the end of the first 1-year option term. Said Options shall be at the exclusive and sole discretion of Tenant.

- December 1 2026 through November 30, 2027; - \$137,370 paid in equal monthly installments of \$11,447.50.
- December 1 2027 through November 30, 2028; - \$137,370 paid in equal monthly installments of \$11,447.50.

ARTICLE 4. USE.

Tenant agrees that the Demised Premises shall be used for school related purposes and occupied by no other person or entity except upon and with the written consent of Landlord. Such consent shall not be unreasonably withheld by the Landlord.

ARTICLE 5. CONDUCT OF BUSINESS.

Tenant will keep the inside and outside of all glass in the doors and windows of the Demised Premises clean; will keep all exterior and interior surfaces clean; will replace promptly at its own expense with glass of like kind and quality any plate glass or window glass of the Demised Premises which may become cracked or broken; will maintain the Demised Premises, at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulations of garbage, trash rubbish and other refuse, but will remove the same at its expense; will not burn any trash or garbage whatsoever; will comply with all laws and ordinances and all valid rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau with respect to the use of occupancy of the Demised Premises by Tenant.

ARTICLE 6. CONSTRUCTION OF DEMISED PREMISES

Tenant acknowledges that Landlord has no obligation to improve the Premises other than what is agreed upon within this lease agreement in Exhibit A and any other structural matters. All improvements and

construction work shall be performed in compliance with the applicable building codes. Tenant shall submit plans and specifications to Landlord for review and approval. The respective party shall be responsible to obtain any required permits prior to performing any work.

ARTICLE 7. SIGNS

Tenant agrees that no sign will be erected unless it meets the Midland Borough Sign requirements. Tenant agrees to maintain its signs in a good state of repair and save the Landlord harmless from any loss, cost or damage as a result of the maintenance, existence or removal of the same and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Landlord and Tenant understand that Landlord has started the process for a façade grant to improve the façade of the building which will include a sign for tenant which tenant will review for approval.

ARTICLE 8. PROPERTY IN THE DEMISED PREMISES

All leasehold or building improvements or additions, such as hardwood floors, carpeting and padding, light fixtures and heating and air-conditioning equipment and all construction work whether done by Tenant and/or Landlord shall, when installed or completed, attach to the freehold and become and remain the property of the Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Demised Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Demised Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property or its business from water, gas, steam, fire, or the bursting, stoppage or leaking of water from sewer pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever.

ARTICLE 9. TRADE FIXTURES

Tenant may, at the expiration of the Term, remove all Tenant's trade fixtures which can be removed without costly defacement of the Premises, provided all rents stipulated herein are paid in full and Tenant is not otherwise in default hereunder, and further provided that any and all damage to the Demised Premises (resulting from or caused by such removal) shall be promptly repaired at Tenant's expense.

ARTICLE 10. ALTERATIONS

Tenant further covenants not to permit alterations of or upon any part of the Demised Premises except by and with the written consent of the Landlord first had. Alterations which require Landlord's written consent

include but are not limited to floor, wall and ceiling alteration and changes to mechanical or electrical equipment. All alteration to the Premises shall be made in accordance with applicable building codes, ordinances and regulations and shall remain for the benefit of the Landlord unless otherwise provided in the said written consent above mentioned; and, the Tenant further agrees, in the event of making such alterations as herein provided, to indemnify and save harmless the Landlord from all expense, liens, claims or damages to either persons or property or the Demised Premises, arising out of or resulting from the undertaking or making of said alterations.

ARTICLE 11. LIENS

No work which Landlord permits Tenant to do, whether in the nature of erection, construction, alteration or repair, shall not permit any mechanic's or other lien or encumbrance or charge shall be allowed against the right, interest or estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. In the event any lien is made or filed as the result of any work done by or on behalf of Tenant, Tenant shall cause the same to be discharged by deposit, bonding, and payment or otherwise within sixty (60) days after written request by Landlord. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy which Landlord may have, Landlord may, but shall not be obligated to, discharge said lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings and in any event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor with interest, costs and expenses incurred by Landlord in connection therewith, together with interest thereon from the respective dates of Landlord's making of the payment and incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall be construed as consent on the part of Landlord to subject the estate of Landlord to liability under the Mechanics' Lien Law, it being expressly understood that Landlord's estate shall not be subject to such liability. Nothing contained in or contemplated by this Lease shall be deemed or construed in any way as constituting consent or request of Landlord, by inference or otherwise, for the performance of any work or service or the furnishing of any materials for which any lien could be filed against the Demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the performance of any work or services or the furnishing of any materials for which any lien could be filed against the Demised Premises.

ARTICLE 12. UTILITIES.

Tenant agrees to pay for all utility services rendered or furnished to the Demised Premises including heat, gas, water/sewer, electricity, trash removal or other charges on such utilities and governmental charges based on utility consumption upon occupancy. Said utility services will be provided directly to the Demised Premises by the local utility company.

Tenant shall pay the amount due directly to the utility entity providing said service. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such services to the Demised Premises.

ARTICLE 13. MAINTENANCE

Landlord covenants and agrees Landlord shall keep and maintain, repair and replace, and keep in good condition, at Landlords sole expense, the roof and structure.

Tenant covenants and agrees to keep and maintain, repair, and replace at its own cost and expense, the Premises and every part thereof, including, but without limitation, the exterior and interior portions of all doors, acoustical ceilings, door checks and operators, signs, windows; all plumbing and sewage facilities, electrical systems, utility lines within Premises; interior floors; and all interior building appliances and similar equipment to include the heating and air condition system(s), elevator, and smoke and fire alarm systems.

If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord, in addition to any other remedy, may, at Landlord's option, make or complete said repairs. Tenant shall pay the cost thereof to Landlord upon demand.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

Any consent by Landlord, which shall not be unreasonably withheld, to an assignment or sublease by Tenant, shall apply only to the specific transaction thereby authorized and shall not relieve Tenant from the requirement of obtaining prior written consent of Landlord to any further assignment or sublease.

An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to any assignee without the written consent of the Landlord first having been obtained.

ARTICLE 15. INSURANCE

A. Tenant covenants and agrees to keep in force during the entire Term of this Lease: (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant relating to the Demised Premises and its appurtenances in an amount of not less than \$1,000,000.00 in respect of personal injury or death and of not less than \$2,000,000.00 in respect of property damage, which insurance shall name Landlord as an additional insured; (ii) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all leasehold or building improvements in the Demised Premises which were originally constructed or provided by or on behalf of Tenant as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein. All such insurance may be carried specific to

this premise or under a blanket policy covering the Demised Premises and any other of Tenant's leased or owned premises. The Pennsylvania Cyber Charter School Property Policy effective June 30, 2023 - 2024 provides a \$1,000,000 per location coverage limit for leasehold improvements.

B. Tenant will indemnify, save harmless, and defend Landlord from and against any and all claims and demands in connection with any accident, injury or damage to any person or property arising directly out of Tenant's construction, alteration, renovation, remodeling and/or fixturing of the Demised Premises occurring after the Commencement Date of this lease, or out of the business conducted in the Demised Premises or occurring in, on or about the Demised Premises or any part thereof, or arising directly from any act or omission of Tenant or any of its contractors, subcontractors, concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from any against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability coverage maintained by Tenant pursuant to Subsection A above shall specifically insure the contractual obligations of Tenant as set forth herein.

C. Landlord will indemnify, save harmless, and defend Tenant from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Landlord's construction, alteration, renovation, remodeling and/or fixturing of the Demised Premises occurring after or before the Commencement Date of this lease, or arising directly or indirectly from any act or omission of Landlord or any of its contractors, subcontractors, concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from any against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability coverage maintained by Landlord shall specifically insure the Tenant as an additional insured.

D. Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of the Fire Insurance Rating Organization and any similar body and any governmental authority having jurisdiction. If Tenant installs any electrical equipment that overloads the lines in the Demised Premises or the building in which the Demised Premises are located, Tenant shall, at its own cost and expense promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof.

ARTICLE 16. FIRE OR OTHER CASUALTY.

A. Should the Demised Premises (or any part thereof) be damaged or destroyed by fire or other casualty insured under the standard fire and casualty insurance policy, Landlord shall, except as otherwise provided herein, repair and/or rebuild the same with reasonable diligence. Landlord's obligation hereunder shall be limited to the building and improvements originally provided by Landlord at the Commencement Date of

the Term of this Lease. Landlord shall not be obligated to repair, rebuild or replace any property belonging to Tenant or any improvements to the Demised premises furnished by Tenant. If there should be a substantial interference with the operation of Tenant's business in the Demised Premises as a result of such damage or destruction which requires tenant to temporarily close its business to the public, the Minimum Rent shall abate (not be due). Unless this Lease is terminated by mutual consent as hereinafter provided, Tenant shall, at its cost and expense, repair, , redecorate and the Demised Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, except for the building and improvements to be reconstructed by Landlord as above set forth. Tenant agrees to commence such work within thirty (30) days but not later than sixty (60) days after the date of such damage or destruction or the date Landlord completes any reconstruction required to be completed by it pursuant to the above, whichever date is later, and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be done within a period of reasonable time within industry standards.

ARTICLE 17. EMINENT DOMAIN.

If the whole of the Demised Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof, then this Lease shall terminate on the date when Tenant is required to yield possession thereof.

In the event of a taking under the power of eminent domain of the Demised Premises, whether whole or partial, all compensation awarded for such taking of the free and leasehold estate, or consideration paid for a conveyance in lieu of condemnation, as damages or otherwise, shall belong to and be the property of Landlord, except that Tenant shall be entitled to recover from the condemning authority, but not from Landlord, such amounts as may be separately awarded to Tenant for removal expenses, business dislocation damages and moving expenses, provided not such claim shall diminish or adversely affect Landlord's award. Tenant hereby assigns to Landlord all right, title and interest of Tenant in and to any award made for leasehold damages and/or diminution in the value of Tenant's leasehold estate.

ARTICLE 18. SUBORDINATION, ATTORNMEN AND MORTGAGEE'S APPROVAL.

Landlord reserves the right and privilege to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said Premises and on the land and buildings of which said Premises are a part, or upon any buildings hereafter placed upon the land of which the Demised Premises are a part (the holder of any such mortgage hereinafter referred to as mortgagee), and to any and all advances to be made under such mortgages,

and all renewals, modifications, extensions, consolidations and replacements thereof.

ARTICLE 19. BANKRUPTCY.

Tenant covenants and agrees that if, at any time, Tenant is adjudged bankrupt or insolvent under the laws of the United States or any state thereof, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Premises is appointed, then Landlord may, at its option, declare this Lease terminated and shall forthwith be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord shall be entitled to all the rights and remedies accorded Landlords, including without limitation those set forth in said Bankruptcy Code.

ARTICLE 20. DEFAULT.

The occurrence of any of the following shall constitute a default and breach of this lease by Tenant:

A. If Tenant shall fail, neglect or refuse to pay any installment of Minimum Rent at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof, and if any such default should continue for a period of more than thirty (30) days; or if

B. Tenant shall abandon or vacate the Demised Premises or neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Tenant by Landlord (provided, however, that if the cause for giving such notice involves the making of repairs or other matter reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance of said notice); or if

C. Tenant shall repeatedly pay rent or other sums or charges due Landlord under this Lease after the date same are due, regardless of any grace period provided herein, and regardless of whether Tenant has timely cured any or all such incidences of non-timely payment.

In the event of any such default or breach of this lease by Tenant, Landlord shall have the right and option to declare the entire amount of Minimum Rent and other charges due for the balance of the Term hereof immediately due and payable by Tenant, and shall have any or all of the remedies hereinafter set forth, and further, in the event of such default or breach of this lease by Tenant, the tenant does hereby: (1) authorize and fully empower Landlord or Landlord's agent to cancel or annul this

Lease at once and reenter and remove all persons and their property, and such property may be stored in a public warehouse or elsewhere at the cost of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Landlord; (2) empower any attorney of any Court of record within the United States or elsewhere to appear for Tenant and with or without declaration filed confess judgment against the Tenant, and in favor of Landlord, his heirs, devisees, executors, administrators successors or assigns, as of any Term for the sum due by reason of said default in the payment of Rent, including unpaid Rent for the balance of the term if the same shall have become due and payable under the provisions herein, and/or for the sum due by reasons of any breach of covenant or agreement by Tenant herein.

ARTICLE 21. HOLDING OVER.

In the event Tenant remains in possession of all or any part of the Demised Premises after the expiration of the Term of this Lease or any renewal thereof, Tenant shall be deemed to be occupying the Demised Premises as a tenant from month to month and agrees to pay a monthly rental rate equal to a minimum of then current rate.

ARTICLE 22. ACCESS TO DEMISED PREMISES.

Tenant further agrees to permit Landlord or Landlord's agent to inspect or examine the Demised Premises at any reasonable time, and to permit Landlord to make such repairs or improvements to the building of which the Demised Premises are a part that Landlord may deem desirable or necessary for its preservation and which Tenant has not covenanted herein to do or has failed to do. In the event of an emergency, Landlord shall have the right to enter the Demised Premises without Tenant's permission.

Tenant further agrees that on and after one hundred-twenty (120) days next preceding the expiration of the Term of this Lease, Landlord or its agents shall have the right to show the Demised Premises to potential tenants by giving a minimum 24-hour notice to show said premise, and to place notices offering the Premises "To Let" or "For Sale" on the front of the Demised Premises or any part thereof.

ARTICLE 23. QUIET ENJOYMENT

Landlord covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord.

ARTICLE 24. NOTICES.

Any notice which Landlord or Tenant may desire or be required to give to the other party shall be in writing and shall be sent to the other party by registered or certified mail to the address specified in the opening paragraph of this Lease or to such other address as either party shall have designated to the other by like notice, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

All payments required under this Lease are to be paid in legal tender and lawful money of the United States or the equivalent, at Landlord's above specified address.

ARTICLE 25. ENTIRE AGREEMENT.

This Lease and the Exhibits, and Rider(s), if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

ARTICLE 26. HAZARDOUS WASTE.

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or otherwise hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the building any such materials or substances except to use in the ordinary course of Tenant's business. In all events, Tenant shall indemnify Landlord from any release of hazardous materials on the Premises occurring while Tenant is in possession or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the lease term.

In the event Tenant shall, during either its initial construction, the making of any alterations, the normal course of business, or otherwise, install, cause to be installed, create, cause to be created or otherwise generate any type of infectious waste, including but not limited to chemical products or by-products, Tenant shall be solely responsible for storing and removing same from the Premises, at Tenant's cost, in compliance with all rules and regulations of the Building and any governmental authority with jurisdiction, and without potential or actual damage to any of the Building's facilities. Tenant agrees to hold Landlord harmless from any and all direct or indirect costs associated with Tenant's failure to act in accordance with the terms of this Article.

ARTICLE 27. CORPORATE TENANT

If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State; and that the person or persons executing this Lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officers are duly authorized to execute, acknowledge and deliver this Lease to Landlord (a copy of a resolution to that effect to be supplied to Landlord upon request).

ARTICLE 28. AMERICANS WITH DISABILITIES ACT

Landlord and Tenant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act (the "ADA"), responsibility for compliance with the terms and conditions of title III of the ADA may be allocated as between Landlord and Tenant. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that the responsibility for compliance with the ADA shall be allocated as follows: (i) Tenant shall be responsible for compliance with the provisions of the title III of ADA with respect to the construction by or on behalf of Tenant of alterations within the Premises, or if such compliance is necessitated by the composition of Tenant's work force, provided Landlord consents to such alterations. Landlord shall be responsible for compliance with the provisions of title III of the ADA with respect build out to gain approvals for occupancy. Landlord and Tenant each agree to indemnify and hold each other harmless from and against any claims, damages, costs, and liabilities arising out of Landlord's or Tenant's failure, or alleged failure, as the case may be, to comply with title III of the ADA as set forth above, which indemnification obligation shall survive the expiration or termination of this Lease.

ARTICLE 29. SPECIAL PROVISIONS

Both parties agree and understand that the Pennsylvania Department of Public Education has the right to request and receive a copy of this agreement from either party.

Landlord understands and agrees this agreement will automatically terminate if the tenant's charter, to operate a cyber charter school, is revoked, terminated or not renewed by the Pennsylvania Department of Public Education.

This lease shall be binding upon and inure to the benefit of the parties and their respective successors, purchasers and permitted assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have caused this Lease to be signed and sealed as of the day and year first above written.

12

Signed in the presence of:

LANDLORD:
2848 Main, LLC

ATTEST:

BY:  Date: 9/15/2023
DocuSigned by:
69204F30C1C1468...

TITLE: Managing Member

TENANT:
Pennsylvania Cyber Charter School

ATTEST:

BY:  Date: 9/13/2022
TITTLE: President, Board of Trustees

EXHIBIT A



Proposal For PA Cyber

Presented by:

Zac Oros- Sales Representative
Great Lakes Commercial Roofing, LLC
114 W Poplar Street
Meadville PA 16335
C- (814) 439-3556
O-(814) 247-0500

Presented to:

Zach Adam
PA Cyber
722 Midland ave Midland, PA 15059
appalachiancleanenergy@gmail.com
(570) 439-5911

Proposal for PA Cyber

Why Great Lakes Commercial Roofing?

Thank you for the opportunity to quote this project! After careful inspection by our estimator, we feel this is the best route you can go for your roof. We have provided you with a couple options to choose from, and outlined the project within this estimate. We look forward to the chance to serve you, and know that if we are chosen for this project, we will exceed each and every expectation you have.

The following estimate is for all the sections as indicated in the roof map in the enclosed report.

Scope of work includes the following:

All work as broken down and detailed in the Quote Details page, as well as:

- Clean up of entire work area
- Your own dedicated Project manager
- Employees are certified installers of the products we use
- We are Licensed to work in your geographical region
- 2 year Labor Warranty on complete projects (Full roof replacement or restoration)
- 10-30 Year Registered Manufacturer's Warranty on materials

*A few reasons to choose **Great Lakes Commercial Roofing**:*

>We are OSHA Safety Certified and maintain current WCB for all employees and crews. We also have a comprehensive safety plan to ensure the safest practices, *ALWAYS*.

>We take keeping the job clean, *very seriously!* The job site is cleaned daily to ensure as clean of a work-place as possible.

>We never tear off anything that we can't cover back up! Ensuring you a watertight job-site at all times!

>Communication is key! We make sure to constantly keep you in the loop with progress reports and updates

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Kenneth Byler, Owner/CEO

3732 US Highway 19

Cochranton PA, 16314

(814) 425-1274

Zac Oros, Sales & Estimating

zach@greatroofing.net

Our Mission

Great Lakes is a team of hard working, well paid and engaged people. As we are protecting small, medium and large businesses from the outside elements, we will do so with integrity and honesty. We will keep people safe and dry while protecting their equipment and assets, thus improving their production and reducing downtime.

As leaders in the community, safety on our projects is a top priority. Our goal is to arrive home safely every day so we can continue to influence our families in a positive way.

Our clients will be like minded people who are a pleasure to work with, join us in our community efforts, understand the work we do and have a desire to make a difference.

They will choose us for our experience, our safety and most of all, our desire to better their lives and businesses.

Proposal for PA Cyber

Date- 08 / 16 / 2023

722 Midland Ave Midland, PA 15059

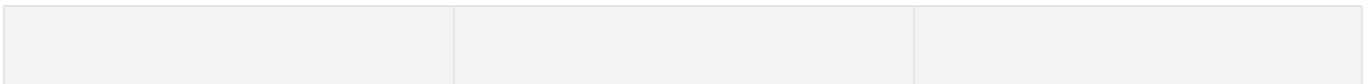
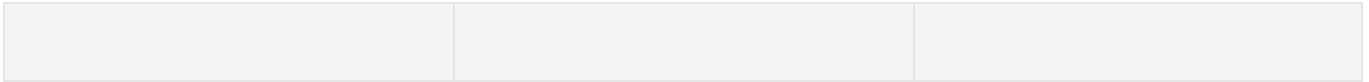


Section	Condition
Top Metal Roofs	Metal roof that is leaking and screws are coming out in many areas.

Proposal for PA Cyber

Project Photos

The following images show the existing condition of the roof and problems that were detected in our initial evaluation.

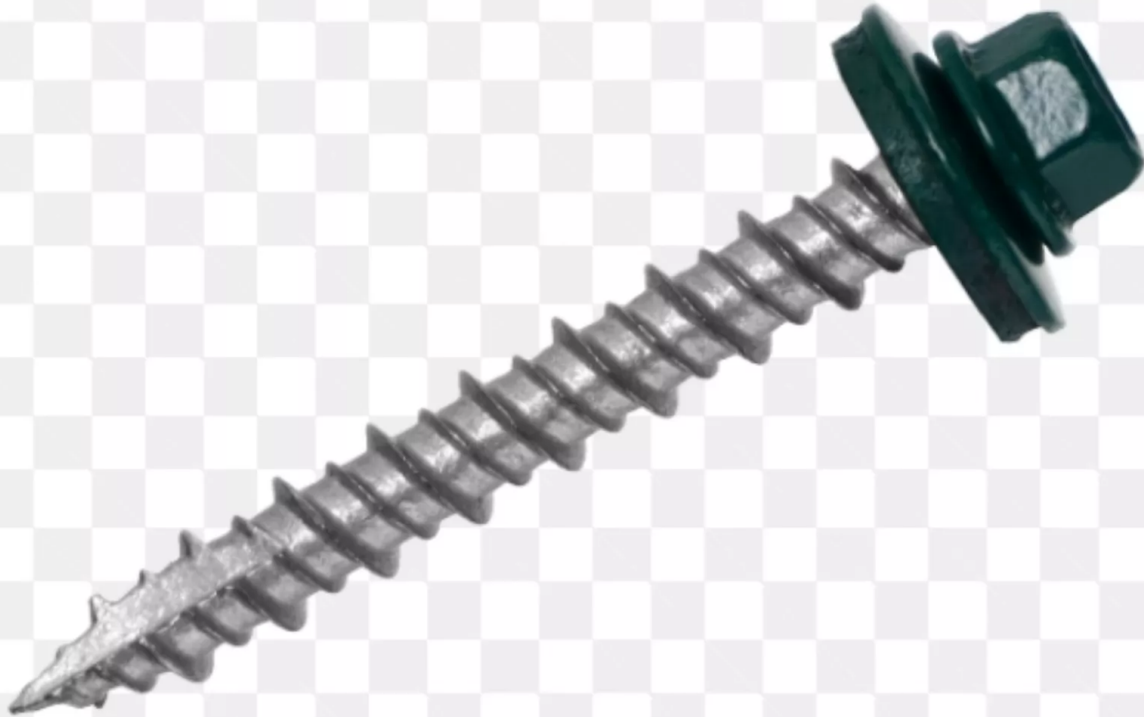


Proposal for PA Cyber

Here is the difference between the screws on that are on the existing roof and the new type of screws we will be using putting on the Metal roof.

Proposal for PA Cyber

What you have now



Pro Z



Proposal for PA Cyber

Proposal for PA Cyber

Project Solutions

Prep

Remove existing metal roof, accessories, insulation and haul away all material. Existing purlins are assumed to be ok, if any rotted or weak components are detected cost to replace is \$3.00 lineal foot. Existing structure is assumed to be ok, if any rotted or weak components are detected, owner will be notified of any additional costs.

Cricket

Install TPO 60 mil over cricket

Insulation

Install vinyl back insulation under metal roof to help prevent moisture.

24ga PBR Panel

Install new 24 gauge PBR panels, color white

Fastened with Pro Z Screws W/Washers

Install New Rake trim.

Install New Eave flashing.

Install New Grand Rib Closures.

Install New Sidewall flashing

Install New Coping on the upper wall

Warranty

LIMITED LIFETIME WARRANTY

2 Year Non Prorated Workmanship Warranty

Labor Warranties are renewable

Labor warranty can be extended up to the material warranty with an annual maintenance plan

***** This quote does not include fees for shutting down Midland Ave to put material on roof, fees will be added when received by PennDOT*****

PA Cyber agrees to hire Great Lakes Commercial Roofing, LLC to provide all materials and labor to complete the above project. The total cost is **\$61,620.00**

Proposal for PA Cyber

Zach Adam

08 / 18 / 2023

Authorized Representative/ PA Cyber

Date

Subject to terms& conditions as stated in the Disclaimer/Terms section attached

Proposal for PA Cyber

Disclaimer

- **Scope of Work.** Great Lakes Commercial Roofing, LLC (Contractor) will provide and pay for all labor, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work under this Contract (the work), and as more specifically described on any Drawing, Estimate, Procedure Manual(s), and Addendums attached to this Contract and made a part hereof, as revised by any subsequent Change Orders. To the extent of any inconsistency between the body of this Contract and the attachments hereto, the attachments shall control.

Standards of Performance

Contractor will perform all services in a professional and workman-like manner in accordance with standard high quality set by Better Business Bureau and Pennsylvania Building Code.

Contractor will not be liable for any defects in any equipment or materials used or provided by Owner, and Contractor provides no warranty of either merchantability or fitness for any particular purpose regarding such equipment or materials.

Contractor will obtain any building permits required to allow Contractor to perform the work unless otherwise stated in proposal. Owner is solely responsible to apply all permit fees.

Permit Fees are not included in the Proposal

Contractor shall make every reasonable effort to perform the work so as to avoid inconvenience to Owner. However, in the event of holidays, rain, or other unforeseen factors, Contractor may reschedule the work at our convenience.

The continued performance of our work under this contract is expressly conditioned upon your payment of your invoice when due.

- **Concealed Conditions.**
- If conditions are encountered at the site under which below roof surface or otherwise concealed physical conditions differ materially from those indicated in the contract, Contractor will notify Owner of the same. If the uncovered conditions are seen as substantial enough as to cause an increase in Contractors cost of, or time required for, performance of any part of the work, Contractor will recommend an equitable adjustment in the contract price. If Contractor and Owner cannot agree on an adjustment, this Contract will be deemed terminated, and Owner will pay Contractor only for the work done to that point.

3. Contractor will not be responsible or liable to Owner for any damage or loss that might arise out of any act or cause beyond Contractors control including, but not limited to, damage or loss of vandalism, insects, disease, storm, flood, fire, wind, drought, hail, rain, snow, freezing, or other natural causes or acts of persons other than Contractor employees or agents.

4. Contractor obligations under this contract and the delivery of services and materials hereunder is contingent upon strikes, accidents, shortages of materials, inclement weather, acts of God, and unforeseen

Proposal for PA Cyber

delays.

5. Warranty does not cover skylights, HVAC and exhaust units, gutters and other penetrations.

Owners Responsibilities

Insurance. It is the owner's responsibility to carry fire, tornado, and any other necessary insurance necessary or desired to protect against liability and property damage. The current amount of Contractors liability insurance is \$2,000,000 and the current amount of Contractors insurance covering property damage caused by work performed is \$1,000,000.

Utilities. It is the Owner's responsibility to provide an adequate source of water. If water is unavailable, extra charges may apply.

Building owner is solely responsible for removal of asbestos containing materials if found in roof surface, flashings, materials or anywhere it presents a hazard.

Pricing & Escalation

Due to volatility and instability in the raw materials marketplace and other acts beyond our control, pricing will be determined at signing of contract.

Proposal for PA Cyber

Terms and Conditions

Payment Schedule		
Down Payment Due Upon Signing Contract	30%	\$18,486.00
Second Payment Due after materials are on site and project starts	40%	\$24,648.00
Final Payment Due upon completion of project	30%	\$18,486.00
Total		\$61,620.00

We agree to furnish the above items and conditions herein contained. All agreements contingent upon strikes, Acts of God, or other causes beyond our control.



08 / 18 / 2023

Great Lakes Commercial Roofing/Authorized Signer

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.



08 / 18 / 2023

Authorized Representative/ PA Cyber

Date

Proposal for PA Cyber

Please make a selection: Yes

Extended Warranty Maintenance Plan

Includes the following:

- Visual inspection of all roofing sections per attached roof map
- Written inspection report with photos
- Up to 3 hours of labor to clean out drains, gutters and perform small on the spot repairs
- Priority Service

Terms and Conditions

- Service will occur in Early Spring and will be automatically scheduled and invoiced every year unless otherwise notified.
- Labor Warranty will extend up to the material warranty. Owner can choose to discontinue the program at any time.
- Warranty will expire if the annual fee is not paid within 30 days or if the program is discontinued by the owners choice.
- Price is fixed for a period of 5 years. Great Lakes Commercial Roofing reserves the right to adjust pricing every 5 years thereafter based on inflation, travel and labor expenses, etc.
- Client agrees to contact Great Lakes Commercial Roofing before any third party maintenance or repairs is to be performed to insure complying with the guidance of the function of the roof per Great Lakes Commercial Roofing and within 7 business days after a third party incident or an act of God.
- Client is responsible to provide access to water, electricity and interior building access

PA Cyber agrees to hire Great Lakes Commercial Roofing LLC to provide the above service on an annual basis at the cost of **\$572.00 per year.**

Zach Adaw

08 / 18 / 2023

Authorized Representative/PA Cyber

Subject to terms & conditions as stated in the Disclaimer/Terms section attached



Office: (814) 247-0500

Web: www.greatlakescommercialroofingllc.com

Email: scott@greatroofing.net

Address: 114 W Poplar Street Meadville PA 16335

Commercial Client Reference List

Larry Ott	Beaver Steel Services	Carnegie PA	(412) 429-8860
Ryan Norris	Dura-Bond Steel	Harrisburg PA	(724) 433-7154
Crist Butts	First Lutheran Church	Jamestown NY	(716) 664-4601
Dave Crooks	Endagraph	Export PA	(724) 327-9384
Gene Zambrano	Zambrano Properties	Sharpsburg PA	(412) 781-2711
Ken Shields	Off The Rails BBQ	Verona PA	(412) 708-6873
Mark	Wright Monumental Works	Bradford PA	(814) 368-6836



NaviTek Machining has 20,000 Sq. Ft. under four different sections of all steel roofing. Over the years we have tried to manage the leaks ourselves by trying to locate and repair them -- We were never successful. We contracted with Great Lakes Commercial Roofing in the Fall of 2020 and have had no problems since they performed the work. In fact, the owner Ken Byler called twice over the last six months to make sure we were satisfied with the work and asked if we were having any problems. We are very pleased with the repairs, and highly recommend Great Lakes Commercial Roofing for your commercial roof maintenance needs. Harvey Downey - NaviTek Machining Corp.



I called Great Lakes Commercial Roofing to repair a leaking roof that two previous contractors failed to fix. They fixed the and sprayed the roof ahead of schedule. Ken is professional and always responds quickly to emails. I highly recommend!

LIFETIME LIMITED PAINT WARRANTY

ULTRA SMP WITH CENTRALGUARD® PROTECTION



302 JANE PLACE - LOWELL, AR 72745
800-356-2733

LIMITED WARRANTY AND LIMITATION OF LIABILITY FOR CENTRAL STATES MANUFACTURING (CSM)
STEEL ROOFING AND SIDING PANELS.

THIS WARRANTY COVERS ULTRA SMP MATERIAL ONLY.

PRIME, PRIME FLUROPON, STANDARD, AND THRIFTY MATERIAL ARE COVERED BY SEPARATE WARRANTIES.

- A) CSM warrants that the color-coated finish applied to its steel roofing and siding panels will not crack, check, peel or lose adhesion. This does NOT include minute fracturing, which may occur in proper fabrication of the building parts. Failure due to substrate corrosion is excluded. This warranty does not apply to the reverse side finish of the product.
- B) CSM also warrants that the color-coated finish applied to its steel roofing and siding panels will not, within a period of thirty years after installation or a period of thirty years and one month after the date of shipment (whichever comes first), chalk or lose color according to the following grids. Additionally, chalk ratings are measured in accordance with the standard procedures specified in ASTM-D-4214-98 method D659. Color (fade) ratings are measured in accordance with the standard procedures specified in ASTM-D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

SIDEWALL: Color 5 / Chalk 8 | ROOF: Color 7 / Chalk 6 Exception: Crimson - SIDEWALL: Color 8/Chalk 6 | ROOF: Color 10/Chalk 5

- C) **DISCLAIMER OF WARRANTY:** THE EXPRESS WARRANTY STATED HEREIN IS THE EXCLUSIVE WARRANTY APPLICABLE TO CSM PRIME PAINTED MATERIAL ONLY, ROOFING AND SIDING PANELS. CSM MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, BEYOND THE FACE HEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CSM SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO. This warranty will apply to those panels refinished or replaced but only for the period of time left on the original warranty. No employee or representative of CSM is authorized to change this limited warranty in any way or grant any other warranty regarding the product.
- D) **LIMITATION OF LIABILITY:** THE EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY SHALL BE LIMITED TO CSM REFINISHING OR REPLACING DEFECTIVE PANELS OR REFUNDING THE PURCHASE PRICE OF SUCH PANELS AS CSM SHALL ELECT. CSM SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR EXPENSES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IF OUR CENTRALGUARD™ SILICONIZED POLYESTER COATINGS FAIL TO COMPLY WITH OUR LIMITED WARRANTY, WE WILL PAY FOR THE LABOR AND THE MATERIALS REASONABLY NECESSARY TO REPAIR, REPAIR OR REPLACE, AT OUR OPTION, THE BUILDING PART SHOWING THE FAILURE. CSM'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE CSM STEEL ROOFING AND SIDING PANELS.
- E) Claims under this warranty must be made in writing to CSM at the address set forth above within 30 days after the discovery of the defect. The notice to CSM shall include adequate identification of the material involved, nature of the claimed defect, date of the installation, date of shipment and order number. Failure of the claimant to provide such information in the time provided shall be deemed as a waiver of the claimant's rights herein. CSM shall have an additional 30 days to inspect the CSM steel roofing and siding panels before any further action shall be taken.
- F) CSM does not warrant or guarantee the interior or reversed side finish or prepainted materials used for interior application.
- G) CSM does not warrant or guarantee claims arising from damage to panels due to exposure to salt and salt water, water spray, corrosive or harmful chemicals (whether solids, liquids or gases), airborne contaminants, hail or other agents of a similar nature. Warranty is not valid on a property located 1,500 or fewer feet from a salt water environment.
- H) CSM does not warrant or guarantee claims arising from the following:
- Damage or defects caused by acts of God, falling objects, external forces, explosion, fire, riots, civil commotion, acts of war, excessive radiation, or other similar or dissimilar occurrences beyond CSM's control.
 - Minor hairline cracking of the paint finish.
 - Defects or damages to the painted steel roofing and siding panels caused by handling, shipping, transit, processing, storage or installation; damage due to failure of the substrate.
 - Damage caused by moisture or other contamination prior to installation.
 - Steel shavings or minute iron particles from sawing sparks that come in contact with the painted surface.
 - Non-vertical panels that don't have an adequate degree of pitch so as not to allow any free standing or accumulation of standing water.
 - Stored or installed in a way that allows for contact with animals or animal waste.
 - Deterioration to the panels caused directly or indirectly by panel contact with fasteners. The selection of suitable fasteners rests solely with the buyer.
 - Weather uniformity under non-uniform conditions.
 - Unusual harmful fumes, chemically aggressive environment, foreign substances in the atmosphere, standing water or direct salt spray.
 - Damage due to chemically treated or wet lumber.
- I) The warranty applies to panels installed in the continental United States, Alaska, and Canada.
- J) CSM extends this warranty solely to the owner, at time of installation, of the structure where the material is originally installed. In instances where the owner of any structure where the material is installed is a non-living entity, including but not limited to corporations or associations, the warranty contained in paragraph A above is limited to 40 years.
- K) This warranty is not transferable and non-assignable after one year from date of install.

**This warranty is for you to fill out and keep for your records.
Please do not mail the warranty to us.**

You may also register your warranty online to receive a registration number.
The registration number will be used reference your project if you ever need to contact us.

Optional online registration available at:
centralstatesmfg.com/warranties

CENTRAL STATES ORDER NUMBER* OR PROJECT NUMBER

WARRANTY REGISTRATION NUMBER

CONTRACTOR/INSTALLER NAME

DATE

OWNER'S NAME

STRUCTURE'S ADDRESS

STATE/ZIP

*Ask your contractor/installer for the order number. The order number can be found on the material package label and the order verification paperwork.

 FLYR_Warranty_LifetimeUltraSMP_201125

Signature Certificate

Reference number: UKLFF-AWF3U-EDJWC-YIT6Z

Signer

Timestamp

Signature

Zach Adam

Email: appalachiancleanenergy@gmail.com
Shared via link

Sent: 16 Aug 2023 11:13:49 UTC
Viewed: 16 Aug 2023 11:25:20 UTC
Signed: 18 Aug 2023 13:55:20 UTC



IP address: 174.208.43.117
Location: Buffalo, United States

Zac Oros

Email: zach@greatroofing.net

Sent: 16 Aug 2023 11:13:49 UTC
Viewed: 16 Aug 2023 11:11:41 UTC
Signed: 18 Aug 2023 14:15:09 UTC



IP address: 107.127.42.52
Location: Akron, United States

Document completed by all parties on:
18 Aug 2023 14:15:09 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



New Gburg 7/1/21

VJ
1/29/21

**COMMERCIAL LEASE
BETWEEN**

HARTMAN HOLDINGS, LLC

("LANDLORD")

AND

THE PENNSYLVANIA CYBER CHARTER SCHOOL

("TENANT")

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COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "**Lease**"), made and entered into as of the 27th day of January, 2021, by and between **HARTMAN HOLDINGS, LLC** ("**Landlord**"), a Pennsylvania limited liability company, and **THE PENNSYLVANIA CYBER CHARTER SCHOOL**, a Pennsylvania public cyber charter school ("**Tenant**").

RECITALS:

WHEREAS, Landlord is the owner of that certain real property located at 1040 Towne Square Drive, Greensburg, PA 15601, being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Land**"), and such Land is improved with a single-story building situated thereon (the "**Building**") (the Land and the Building are together, the "**Property**"); and

WHEREAS, Landlord and Tenant desire to enter into this Lease, so that Landlord may lease to Tenant and Tenant may lease from Landlord, that portion of the Building, which is comprised of approximately 9,702 square feet of space in the Building as shown on the drawing attached hereto and made a part hereof as Exhibit "B" (the "**Leased Premises**"), on the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and conditions set forth herein, and intending to be legally bound hereby, Landlord and Tenant covenant and agree as follows:

ARTICLE I LEASED PREMISES

1.1 Demise. (a) Subject to the terms, covenants, conditions and provisions of this Lease, Landlord hereby agrees to lease and demise to Tenant, and Tenant hereby agrees to take and lease from Landlord, the Leased Premises. The Leased Premises, as part of the Property, is subject to the terms of the Declarations (as hereinafter defined), and Tenant hereby agrees that this Lease is subject to the terms and conditions of the Declarations. Tenant shall have the right to exclusive use of a patio adjacent to the Leased Premises, the construction of which shall be part of Landlord's Work (as hereinafter defined).

(b) As used herein, "**Declarations**" shall mean, collectively: (i) the Declaration of Maintenance Covenants for the Greensburg Commerce Park Plan of Lots, dated January 21, 2015 and recorded in Westmoreland County, Pennsylvania at Instrument No. 201501210001891; (ii) the First Amended Declaration of Maintenance Covenants for the Greensburg Commerce Park Plan of Lots, dated November 15, 2015 and recorded in Westmoreland County, Pennsylvania at Instrument No. 201602160005010; (iii) and all future amendments and modifications thereof and thereto. Copies of the existing Declarations have been provided to Tenant by Landlord.

1.2 **Tenant's Pro Rata Share.** Landlord and Tenant agree that the Leased Premises consists of approximately 9,702 rentable square feet and that Tenant's pro rata share shall be 30.82%, subject to any adjustments which may be made as may be provided in this Lease (the "**Tenant's Pro Rata Share**"). Tenant's Pro Rata Share is calculated by dividing the number of rentable square feet in the Leased Premises by 31,477, which represents the square footage of the Building and multiplying such quotient by 100. Landlord and Tenant acknowledge that at the execution of this Lease the exact square footage of the Leased Premises is unknown. The Base Rent and all other charges which are calculated based upon the Tenant's Pro Rata Share and/or the square footage of the Leased Premises, shall be proportionately reduced or increased (retroactively if applicable), as the case may be, based on the actual square footage as determined by Landlord's measurements of the Leased Premises which shall be conducted in connection with Landlord's Work (as hereinafter defined).

1.3 **Term.** (a) The initial term of this Lease shall be ten (10) years, beginning on the Commencement Date (as hereinafter defined) and ending on the Expiration Date (as hereinafter defined), unless terminated earlier or extended pursuant to the terms of this Lease (the "**Initial Term**").

(b) The "**Commencement Date**" shall mean the earlier of (i) the date that the Landlord's Work is Substantially Completed, or (ii) the date Tenant takes possession of the Premises. The "**Scheduled Commencement Date**" is July 1, 2021. Tenant's failure to take possession of the Leased Premises for any reason when delivered by Landlord shall not delay the Commencement Date.

(c) "**Substantial Completion and Substantially Complete**" shall mean the date that Landlord's Work described on Exhibit "C" attached hereto and made a part hereof is completed, subject to uncompleted punch list items which do not prevent the Tenant from using the Leased Premises, and Landlord shall use commercially reasonable efforts to minimize interruption to or interference with Tenant's operations in the Leased Premises while completing the punch list items.

(d) "**Expiration Date**" shall mean (i) if the Commencement Date is the first day of a month, ten (10) years from the Commencement Date; or (ii) if the Commencement Date is not the first day of a month, the ten (10) year anniversary of the last day of the month in which the Commencement Date occurs.

1.4 **Commencement Agreement.** Landlord and Tenant shall execute, within ten (10) days after the date on which possession is tendered, an agreement, in the form attached hereto as Exhibit "D", confirming the Commencement Date, the Expiration Date, square footage and such other matters as Landlord may reasonably request. If Tenant fails to execute such an agreement or does not object within such ten (10) day period to the Commencement Date set forth in the agreement executed by Landlord and delivered to Tenant, the Commencement Date specified in such agreement shall be deemed conclusively to be the Commencement Date.

1.5 **Renewal Term.** So long as Tenant is not in default under this Lease at the time of exercise or at the commencement of the Renewal Term, Tenant shall have one (1) option to extend the Initial Term ("**Renewal Option**") for an additional sixty (60) month period (the "**Renewal**

Term") (the Initial Term and the Renewal Term, if exercised, are together, the "**Term**"). To exercise the Renewal Option, Tenant must deliver written notice ("**Option Notice**") to Landlord nine (9) months before the end of the Initial Term. The Renewal Option is personal to Tenant and may not be exercised by or for the benefit of any assignee or subtenant of Tenant. All of the terms and conditions of this Lease shall apply during the Renewal Term, except the Base Rent shall be as set forth in Section 2.1 below.

ARTICLE II
RENT; OPERATING COSTS; SECURITY DEPOSIT

2.1 **Base Rent.** (a) The "**Base Rent**" which shall be paid by Tenant to Landlord for each Lease Year is as follows:

<u>Lease Year</u>	<u>Annual Base Rent / Per Square Foot</u>	<u>Estimated Annual Base Rent (based on 9,702 sq. ft.)</u>	<u>Estimated Monthly Installment of Base Rent (based on 9,702 sq. ft.)</u>
<u>1-5</u>	<u>\$18.00</u>	<u>\$174,636.00</u>	<u>\$14,553.00</u>
<u>6-10</u>	<u>\$19.80</u>	<u>\$192,099.60</u>	<u>\$16,008.30</u>
<u>11-15</u>	<u>\$21.78</u>	<u>\$211,309.56</u>	<u>\$17,609.13</u>

The Base Rent applicable to each Lease Year from time to time, shall be paid in equal monthly installments, in advance on the first day of each month such Lease Year.

"**Lease Year**" shall mean each successive twelve (12) calendar months during the Term, ending on the same day and month (but not year, except in the case of the last Lease Year) as the day and month on which the Expiration Date will occur. If the Commencement Date is not the first day of a month, the first Lease Year will exceed twelve (12) months by the number of days from the Commencement Date to the last day of the month in which the Commencement Date occurs.

2.2 **Proration and Payment of Rent.** If the Commencement Date shall be other than the first (1st) day of a calendar month, then the Base Rent, and all other costs, monies or amounts which are required to be paid by Tenant pursuant to the terms of this Lease ("**Additional Rent**") and all other amounts required to be paid by Tenant under this Lease (Base Rent and Additional Rent, hereinafter, individually and collectively, the "**Rent**") for the calendar month in which the Commencement Date shall occur shall be prorated based on the portion of such calendar month contained within the Term. All Rent shall be payable in U.S. Dollars, without any set-off or deduction whatsoever, and all rent payable to Landlord shall be payable only at the address of Landlord set forth in this Lease (or at such other address as may be designated by Landlord by notice to Tenant). The covenants of Tenant to pay Rent or any other sum under this Lease and to perform all other obligations under this Lease are deemed to be independent of any term,

covenant, warranty, representation or other undertaking of Landlord under this Lease or otherwise.

2.3 **Payment of Operating Costs.** (a) Tenant agrees to pay Landlord as Additional Rent, in the manner provided below, Tenant's Pro Rata Share of the Operating Costs (as hereinafter defined) and Real Estate Taxes (as hereinafter defined) for each calendar year of the Term.

(b) **"Operating Costs"** shall mean all costs incurred by Landlord in connection with the maintenance, repair, replacement, management, security, operation and ownership of the Property in accordance with accepted principals of sound management and accounting practices as applied to similarly situated properties in the City of Greensburg, Pennsylvania, including, without limitation, and by way of example, costs incurred for cleaning services, janitorial services, trash removal, general maintenance, carpet maintenance, utility expenses, labor, contracted labor, insurance, materials, fees and licenses, management fees, sales and use taxes and capital expenditures which are designed to reduce the amount of other property or operating costs or to remedy or reduce any actually or potentially unsafe or unhealthy condition in or on the Property or which are required by any governmental agency or authority. The calculation of Operating Costs shall also include Allocated CAM Expenses (as hereinafter defined). The aforesaid costs and expenses shall be together with an administrative charge equal to five percent (5%) of all of the foregoing Operating Costs, which the parties hereby agree is a reasonable charge. In addition, if at any time during the Term the Building shall have been less than fifty-five percent (55%) occupied on a full-service basis, Operating Costs may be increased by Landlord to include any Operating Costs which, in Landlord's reasonable judgment, would have been incurred had the Building been at least so occupied during such period.

(c) **"Allocated CAM Expenses"** shall be determined by multiplying the Tenant's Pro Rata Share by the total of all CAM Expenses.

(d) **"CAM Expenses"** shall mean all costs and expenses of every kind and nature, including without limitation, capital expenditures, paid or incurred by Landlord, or for which Landlord is obligated in connection with maintenance, repair, replacement, management, security, operation and ownership of the Property, including, without limitation (i) the Common Areas (as hereinafter defined), (ii) the Building (including roof, foundation and all structural components of the Building), and (iii) assessments and fees allocated to Landlord under the Declarations.

(e) **"Real Estate Taxes"** shall mean all taxes and assessments of public authorities and governmental bodies, whether general or special, ordinary or extraordinary, which shall or may be assessed, levied, charged or imposed upon the Property or against Landlord as owner thereof or otherwise. If due to a future change in the method of taxation, any tax, excise or assessment shall be levied or assessed against Landlord, directly or indirectly, in lieu of, in substitution for or as a supplement to any present or future (real estate or personal property) tax, in whole or in part, including any new tax, excise or assessment upon rentals payable to Landlord by occupants of the Property or upon gross receipts or other income of Landlord derived by Landlord from or upon the interest in the Property of Landlord (or any individuals or entities

comprising Landlord), such tax, excise or assessment shall constitute a tax which Tenant is obligated to pay Tenant's Pro Rata Share to Landlord as provided herein.

2.4 Monthly Installments. Landlord shall have the right to furnish to Tenant a statement of Landlord's reasonable estimate of Tenant's Pro Rata Share of Operating Costs and Real Estate Taxes incurred or expected to be incurred during a Lease Year or partial Lease Year. Commencing on the first (1st) day of the calendar month specified in such notice and continuing on the first (1st) day of each calendar month thereafter, until further adjustment pursuant to this Section 2.4, Tenant shall pay to Landlord one-twelfth (1/12) of the amount of Landlord's estimate of Tenant's Pro Rata Share of Operating Costs and Real Estate Taxes. Landlord shall have the right from time to time to revise Landlord's estimates of Tenant's Pro Rata Share of the Operating Costs and Real Estate Taxes and Tenant's monthly payment as set forth above shall be further adjusted in accordance with the revised estimate commencing on the first day of the month following Tenant's receipt from Landlord of a statement of such revised estimate. After the expiration of each Lease Year, Landlord shall furnish to Tenant a statement showing the actual Operating Costs and Real Estate Taxes, and the actual amount of Tenant's Pro Rata Share thereof. Promptly after the receipt of such statement by Tenant, Tenant shall, in cases of an underpayment, pay to Landlord an amount equal to such underpayment or Landlord shall, in case of an overpayment, credit the next monthly rental payment (or payments as the case may be) of Tenant with the amount equal to such overpayment.

2.5 Late Payment of Rent. In the event that any Rent shall remain unpaid ten (10) days after the date when such payment shall have become due, Tenant shall pay to Landlord, as Additional Rent, a late fee of five percent (5%) of the amount so due, which amount the parties agree is a reasonable charge for the additional administrative costs required of Landlord by reason of such late payment.

2.6 Security Deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the amount of \$29,106.00 (the "Security Deposit") as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease upon Tenant's part to be performed. The Security Deposit shall be returned to Tenant after the time fixed as the expiration of the Term, provided Tenant has fully and faithfully carried out all of the terms, covenants and conditions on Tenant's part to be performed. Landlord shall have the right, but not the obligation, to apply any part of the Security Deposit to cure any default of Tenant, and if the Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount so applied so that the Landlord shall have the full Security Deposit on hand at all times during the Term. Tenant's failure to pay to Landlord a sufficient amount to restore the Security Deposit to the original sum deposited within ten (10) days after receipt of demand therefore shall constitute a default under this Lease. No interest shall be paid by Landlord to Tenant on such Security Deposit. In the absence of evidence satisfactory to the Landlord of any assignment of the right to receive the security, or the remaining balance thereof, the Landlord may return the Security Deposit to the original Tenant regardless of one or more assignments of the Lease itself.

In the event of a sale or other transfer of the Landlord's interest in the Leased Premises, subject to this Lease, the Landlord shall have the right to transfer the Security Deposit to the transferee, for the benefit of the Tenant, and the Landlord shall be considered released by the Tenant

from all liability for the return of such Security Deposit, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. No holder of a mortgage to which this Lease is subordinate shall be responsible in connection with the Security Deposit, by way of credit or payment of any rentals or otherwise, unless such mortgagee actually shall have received the Security Deposit.

The Security Deposit under this Lease may be commingled with other funds of Landlord. It is expressly understood that the reentering of the Leased Premises by the Landlord for any default on the part of the Tenant prior to the expiration of the Term of the Lease shall not be deemed such a termination of this Lease as to entitle the Tenant to recovery of the Security Deposit; rather, the Security Deposit shall be retained and remain in the possession of the Landlord until the end of the Term.

ARTICLE III **LANDLORD'S WORK**

3.1 Taking Possession. Tenant agrees that it has inspected the Leased Premises and accepts possession of the Leased Premises in an "AS IS WHERE IS" condition, subject only to completion of the Landlord's Work. Landlord makes no representations or warranties concerning the condition of the Leased Premises and has no obligation to make any alterations, additions or repairs in preparation with the tenancy contemplated hereunder, except to cause the completion of the Landlord's Work in accordance with Exhibit "C" attached hereto and made a part hereof.

ARTICLE IV **USE AND OCCUPANCY OF LEASED PREMISES**

4.1 Use of Leased Premises. Tenant shall use the Leased Premises solely for the operation of a cyber educational facility and for no other purpose without the prior written consent of Landlord, which shall not be unreasonably withheld subject in all events to the terms of this Lease (the "Permitted Use"). Tenant acknowledges and agrees that Landlord has made no representation or warranty regarding whether the Permitted Use is permissible under local zoning codes and ordinances and Tenant shall have sole responsibility to confirm compliance of its use and operations and the Permitted Use under such codes and ordinances with respect to the Leased Premises. Tenant shall have access to the Leased Premises 24 hours per day, seven (7) days per week, subject to the terms and conditions of this Lease.

4.2 Compliance with Laws. (a) Tenant shall comply, at its sole cost and expense, with all present and future laws, regulations, codes, orders and ordinances governing Tenant's use and operations and the Leased Premises.

(b) Neither Tenant nor any of its employees, invitees, contractors, subcontractors, permitted licensees, permitted subtenants or agents shall (i) commit waste on the Leased Premises or on any other portion of the Property, (ii) use the Leased Premises or any other portion of the Property for any unlawful purpose, (iii) permit any dangerous article to be brought on the Leased Premises or any other portion of Property, (iv) allow any use of the Leased Premises which is a source of annoyance, disturbance or embarrassment to Landlord or

to the other tenants of the Building or which is deemed by Landlord as not in keeping with the character of the Building, or (v) use or occupy, or suffer or permit to be used or occupied, the Leased Premises in any manner deemed by Landlord or its insurance company to be an unreasonable fire or safety hazard. If Tenant's use or occupancy shall cause an increase in the cost to Landlord of any insurance over and above the normal cost of such insurance for the type and location of the Building, Tenant shall, on demand and as Rent, reimburse Landlord for such excess cost, and Tenant shall discontinue any use or occupancy (including the removal of equipment or materials) which shall have resulted in the increase of the cost of said insurance to Landlord, unless Landlord shall thereafter consent to such use in writing.

4.3 Hazardous Substances. Tenant represents and covenants to Landlord that, other than the types of hazardous waste produced in the ordinary course of its business, Tenant shall not, and shall cause all of its permitted subtenants and its or their respective, contractors, permitted subcontractors, permitted licensees and invitees, and all agents and employees of any of the foregoing not to, store, produce or permit any "Hazardous Substances" on or about the Property or other property of Landlord. "Hazardous Substances" shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls, mercury, lead, lead-based paint, chlorofluorocarbons, petroleum-based products, petroleum byproducts, explosives and any substances regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, the Resources Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, or any other federal, state or local laws, rules, regulations or ordinances relating to the regulation of toxic or hazardous materials or otherwise to the environment, all as the same may have heretofore been or may hereafter be amended. Tenant shall indemnify, defend and hold Landlord harmless against and from any expense for the cost of clean-up or removal and from any liability, damage, claim, cost or expense whatsoever (including attorneys' fees) resulting from Hazardous Substances or the use, disposal, disposition, spillage or transport thereof by Tenant or any of its subtenants, or any of its or their respective contractors, subcontractors, licensees or invitees, or any agents or employees of any of the foregoing.

4.4 Building Name. Tenant shall not be allowed to use the name of the Building or words to that effect, in connection with any business carried on in the Leased Premises (except as Tenant's address) without written consent of Landlord which consent Landlord may withhold in its sole discretion. Landlord shall have the right to change the name of the Building during the period of time in which Tenant occupies any portion of the Building under this Lease or any extension thereof and shall have no obligation for any loss or damage to Tenant by reason thereof.

4.5 Vehicles. (a) Only vehicles of Tenant and its employees, permitted visitors and business invitees as may be necessary and appropriate to the conduct of Tenant's normal business operations in the Leased Premises may be parked only in the striped areas provided in the parking area of adjacent to the Building as may be designated from time to time by Landlord for such purpose and which shall specifically not include reserved spaces which may be designated by Landlord from time to time, and on no other property of Landlord, subject to such parking regulations as Landlord may from time to time adopt. Tenant shall enforce the parking by its employees in such designated areas, if any. Notwithstanding the foregoing, Tenant shall

be entitled to six (6) reserved parking spaces that will be located in the parking lot near Tenant's side of the Building, and Landlord shall design and pay for the reserved signs.

(b) Landlord assumes no responsibility or liability whatever to Tenant or of any of its subtenants or its or their respective contractors, subcontractors, licensees and invitees, or the agents and employees of the foregoing for the loss of or damage to any automobile while parked on the Shopping Center or any other property of Landlord, but for negligent and or willful misconduct of Landlord; and Tenant shall indemnify, defend and hold Landlord harmless from and against all other liability, damages, costs and expenses which Landlord may incur and all claims which may be made against Landlord relating to any violation of this Section or the exercise of any rights of Landlord pursuant to this Section, including towing and storage charges and attorneys' fees.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 Tenant's Maintenance. (a) Tenant, at its expense, shall at all times maintain the Leased Premises in first-class, clean and sanitary order, condition and repair, including without limitation all carpeting, flooring, wall coverings and painted surfaces therein, storefront windows, doors and signs, HVAC and its replacement, plumbing, sprinklers, and all non-structural portions of the interior of the Leased Premises. For avoidance of doubt, Tenant shall be responsible for all ordinary repair and maintenance of the Leased Premises and every part thereof, as well as any replacements needed thereto, and all janitorial in connection therewith. Tenant shall also be responsible for any maintenance, repairs and replacements necessitated by any misuse of any portion of the Property by Tenant or any of its subtenants or any of its or their respective contractors, subcontractors, licensees or invitees, or any agents or employees of any of the foregoing. All repairs and maintenance shall be performed and made promptly after the need therefore arises, in a good and workmanlike manner. In the event that Tenant fails to maintain the Leased Premises and/or make the repairs required by the terms of this Lease, Landlord may, at its option, elect to remedy such failure and the cost to Landlord of maintaining the Leased Premises and/or making such repairs shall be immediately payable by Tenant to Landlord as Additional Rent unless such maintenance or repairs shall have been necessitated by the acts or omissions of Landlord or any of its respective contractors, subcontractors, licensees or invitees, or any agents or employees of any of the foregoing..

5.2 Landlord's Maintenance. Landlord shall maintain and repair the exterior walls, roof and structural portions of the Building and shall maintain and repair the Common Areas, including keeping the sidewalks, driveways, and parking areas lighted and free of snow, ice and debris) unless such maintenance or repairs shall have been necessitated by the acts or omissions of Tenant or any of its subtenants or any of its or their respective contractors, subcontractors, licensees or invitees, or any agents or employees of any of the foregoing.

As used herein, "Common Areas" shall mean the parking areas, pedestrian sidewalks, loading docks, delivery areas, park areas, and all other areas or improvements which may be provided for the convenience and use of the occupants and tenants of the Shopping Center and their respective agents, employees, customers, invitees and other licensees of Landlord, including, without limitation, all utility lines not exclusively serving a Building occupant, and all

roads and driveways within or serving the Building which are maintained or repaired by Landlord or at Landlord's expense. The use and occupancy by Tenant of the Leased Premises shall include the non-exclusive use, in common with all others to whom Landlord has or may hereafter grant rights to use the same (including, but not limited to, the owners, tenants and occupants of the Building), of the Common Areas and of such other facilities as may be designated by Landlord from time to time; subject, however, to rules and regulations for the use thereof as prescribed from time to time by Landlord. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the Building and of the Common Areas. Landlord may at any time close temporarily any Common Area to make repairs or changes to prevent the acquisition of public rights in such areas and to discourage non-customer use. In addition, Landlord may modify, from time to time, the traffic flow pattern and layout of parking spaces and the entrances-exits to adjoining public streets or walkways, utilize portions of the Common Areas for entertainment and displays and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience or attraction thereof.

ARTICLE VI **UTILITIES**

6.1 Utilities. Utilities serving the Leased Premises shall be separately metered at Landlord's sole cost and expense as part of Landlord's Work. Tenant shall pay for all utilities, such as electricity, used by Tenant in the Leased Premises and Tenant shall pay for the same on or before the date required by the provider of such service for payment without the imposition of interest or late charges. In addition, if Tenant's use at any time (including upon initial occupancy or vacation of the Leased Premises) requires trash removal or utility service (other than metered service as referred to above) or other service in excess of that of other Building occupants, Landlord reserves the right to demand reimbursement of the cost thereof as reasonably estimated by Landlord and the same shall be considered Additional Rent and shall be payable within twenty (20) days after demand.

6.2 Interruption of Service. No interruption or curtailment of any service or maintenance, repair or replacement in the Building or other portions of the Property shall entitle Tenant to any claim against Landlord or to any abatement of Rent, nor shall the same constitute constructive or partial eviction or disturbance of Tenant's use and possession of the Leased Premises or rights under this Lease, nor shall Landlord be liable to Tenant for consequential or other damages of any kind or nature, in each case regardless of whether or not Landlord shall have received notice of the same and regardless of any negligence of Landlord or any of its agents or contractors.

ARTICLE VII **ALTERATIONS AND ADDITIONS TO THE LEASED PREMISES**

7.1 Alterations and Additions. (a) Tenant shall not add partitions or ceilings, do any painting, make modifications to concrete floors, alter, remove or replace doors, alter or add any lighting or do any electrical, mechanical or plumbing work, or make any other alterations or

additions to the Leased Premises without the written consent of Landlord, which consent Landlord may withhold in its sole discretion. In addition, no such work shall be performed unless and until Landlord shall have approved all plans and specifications therefore. All such alterations and additions, if agreed to, shall be made in accordance with all applicable laws and regulations and shall remain for the benefit of Landlord after the Term unless Landlord shall direct that the same be removed, in which event Tenant shall remove the same and restore the Leased Premises to its original condition.

(b) All contractors and subcontractors performing any such work or providing any materials, supplies or equipment therefore shall be subject to the prior written approval of Landlord in its sole discretion. Prior to the commencement of any such work or the delivery of any materials, supplies or equipment to the Leased Premises all contractors shall have duly and effectively waived any right of such contractor and its subcontractors to claim or file a mechanic's or materialman's lien against the Property or any portion thereof or interest therein with respect to all work, materials, supplies and equipment at any time performed or supplied to the Leased Premises or any other portion of the Property. Tenant shall cause all contractors performing any work with respect to the Leased Premises to maintain contractor's liability insurance in an amount which Landlord shall designate, with an insurer that Landlord shall approve, and naming Landlord as an additional insured.

ARTICLE VIII **RIGHTS OF LANDLORD**

8.1 Access to Leased Premises. Landlord reserves the right to enter the Leased Premises, and Tenant agrees to permit Landlord and its agents, upon at least one (1) hour notice (except in the case of an emergency, which shall not require any notice), to enter the Leased Premises for the purpose of inspecting, showing or examining the Leased Premises, and for affixing or displaying "For Rent" signs during the last twelve (12) months of the Term, and to make such repairs, alterations, improvements or additions in and to the Leased Premises or to adjoining premises that Landlord may deem desirable or necessary or that Tenant shall have failed, although required, to do under the terms of this Lease; provided, however, that, except in the case of an actual or perceived emergency, Landlord shall use reasonable efforts to avoid unreasonable disruption to Tenant's business operations. Landlord may enter the Leased Premises by a master key (or by use of force in the event of actual or perceived emergency) without incurring any liability therefore and without in any manner affecting the obligations of Tenant under this Lease.

8.2 Additional Rights. (a) Landlord shall have the right to remove, alter, improve or rebuild the lobby, the light courts, the façade and any other portions of the Building. In connection with making such repairs, alterations, additions and improvements, Landlord shall have the right in the course of such work to close entrances, doors, corridors, elevators or other facilities or temporarily to abate the operations of such facilities without being deemed an eviction of Tenant or a default by Landlord hereunder.

(b) The Rent shall not abate by reason of any events described in this Article VIII or by reason of the exercise of any of Landlord's rights under this Article and Tenant shall

not be entitled to any set-offs or counterclaims for damages of any kind against Landlord by reason thereof, all such claims being hereby expressly released by Tenant.

ARTICLE IX **INSURANCE**

9.1 **Liability Insurance.** Tenant shall maintain, at all times during the Term and at its cost, worker's compensation insurance in an amount required by law and bodily injury liability and property damage liability insurance adequate to protect Landlord and Landlord's agents against liability for injury to or death of any person in connection with the use, operation or condition of the Leased Premises and the Property. Such liability insurance at all times shall be in an amount of not less than One Million Dollars (\$1,000,000) for injuries to persons in one accident, not less than One Million Dollars (\$1,000,000) for injury to any one person and not less than One Million Dollars (\$1,000,000) with respect to damage to property. If, in the opinion of the insurance broker retained by Landlord, the amount of liability insurance or the coverage afforded thereby at any time is not adequate, Tenant shall increase and alter the insurance coverage as required by Landlord's insurance broker.

9.2 **Casualty Insurance.** Tenant shall at all times during the Term maintain in effect policies of insurance covering its leasehold improvements (including any alterations as may be made by Tenant), trade fixtures, merchandise and other personal property from time to time in or on the Leased Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost, providing protection against all risks covered by standard form of "Fire and Extended Coverage Insurance", together with insurance against vandalism and malicious mischief. In addition, Tenant shall carry business risk insurance covering a period of at least one year and in an amount sufficient to cover all insurable business risks during such period.

9.3 **General Provisions.** All insurance required to be carried by Tenant shall be issued by responsible insurance companies, qualified to do business in the locality where the Leased Premises are located and reasonably acceptable to Landlord and shall provide (a) that no change or cancellation of said policies shall be made without thirty (30) days prior written notice to Landlord and Tenant; (b) that any coverage of Landlord or sum payable to Landlord shall be unaffected by any act or omission of Tenant or any other insured which might otherwise result in the forfeiture of said insurance; and (c) that the insurance company issuing the same shall not have any right of subrogation against Landlord or Landlord's insurer. Each policy and renewal shall name Landlord as an additional named insured and, in the case of casualty insurance for other than Tenant's personal property, shall name Landlord as loss payee.

9.4 **Copies of Policies.** Copies of all policies or certificates evidencing the existence and amounts of said insurance shall be delivered to Landlord by Tenant upon request. Each policy shall also contain provisions required by any mortgagee of the Property or any portion thereof. Copies of all policies or certificates evidencing said insurance shall be delivered to Landlord no later than five (5) days prior to the Commencement Date and renewals thereof shall be delivered to Landlord at least ten (10) days prior to the expiration of any such policy. If Tenant fails to adhere to the requirements of this Article IX, Landlord, in addition to any other remedies it may have, may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand as Additional Rent.

9.5 Waiver and Subrogation, Etc. In addition to all other waivers of liability contained in this Lease, Landlord and Tenant do each hereby release and relieve the other from and waive any claim of recovery for any loss or damage to the real or personal property of either located anywhere in the Property arising out of or incident to the occurrence of any of the perils covered by their respective casualty insurance policies or arising out of perils required to be covered by insurance pursuant to the terms of this Lease. Under no circumstances whatsoever shall Landlord or any partner in Landlord or any agent or employee of any of the foregoing be liable to Tenant for any losses or damages suffered as a result of business interruption, lost profits or other consequential damages to Tenant, whether or not the same are a result of any negligent act or omission to act on the part of Landlord or any such other party. Tenant undertakes such risks and shall be solely responsible at its own cost for providing its own business interruption and other insurance in amounts which Tenant deems necessary or desirable. Any insurance policy shall expressly permit such a release or contain a waiver of any rights of such insurer against Landlord and Tenant and such other persons.

ARTICLE X CASUALTY

10.1 Damage or Destruction. (a) In the event that the Leased Premises or the Building are damaged or destroyed and (i) the repair thereof, in Landlord's opinion, cannot be completed within one hundred eighty (180) days of commencement of repair; (ii) the repair is not covered by insurance or the cost thereof estimated by Landlord exceeds the insurance proceeds to be made available to Landlord by its mortgagee for repair; (iii) the estimated cost of repair or restoration exceeds twenty-five percent (25%) of the full replacement cost of the portion of the Property so damaged; or (iv) less than three (3) years would remain of the Term, upon completion of the repairs or restoration, then in any such case Landlord shall have the option to terminate this Lease or to repair or restore the Leased Premises. In the event that Landlord elects to terminate this Lease, Landlord shall give notice to Tenant at any time within ninety (90) days after such damage, terminating this Lease as of the date specified in such notice, which date shall not be less than thirty (30) or more than sixty (60) days after the giving of such notice. In the event such notice is given, this Lease shall expire and all interest of Tenant in the Leased Premises and this Lease shall terminate on the date specified in the notice. In such event, the Rent, reduced by the applicable proportionate reduction, shall be paid up to the date of termination. Landlord shall refund to Tenant the Rent theretofore paid for any period of time subsequent to such date.

(b) If the damage to the Leased Premises is not caused in whole or in material part by the fault or neglect of Tenant or its employees, invitees, contractors, subcontractors, licensees, subtenants or agents, then Tenant shall be entitled to an equitable reduction of Rent from the date of the occurrence until such repairs are completed. Such equitable reduction shall be based upon Landlord's reasonable estimate of the extent to which the occurrence and the making of such repairs shall interfere with the business carried on by Tenant in the Leased Premises. The provisions of any law now or hereinafter passed during the Term authorizing the termination of this Lease upon the partial or complete destruction of the Leased Premises are hereby waived by Tenant.

(c) In the event Landlord is obligated to, or elects to, repair or restore the Leased Premises, Landlord shall be obligated to repair or restore only such portions of the subject Leased Premises which were originally provided by Landlord at Landlord's expense and, all terms of the Lease shall continue to be in effect. The repair or restoration of any of Tenant's alterations or any property of Tenant which was not provided at Landlord's expense shall be the obligation of Tenant. In no event shall Tenant be entitled to any compensation for damage or loss of the use of all or any part of the Leased Premises or any inconvenience, annoyance or interruption or loss of business or for any other damage whatsoever occasioned by any such damage, destruction, repair or restoration, irrespective of the negligence of Landlord or any of its employees, invitees, contractors, subcontractors, licensees, subtenants or agents.

ARTICLE XI **EMINENT DOMAIN**

11.1 Taking by Public Authority. (a) If all of the Property or such portion thereof as may adversely affect the use of the Property by Landlord or any of its tenants, including Tenant, shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or transferred in lieu of such taking or appropriation, Landlord shall have the right, at its option, to terminate this Lease. In addition, if any material portion of the Leased Premises, as determined in Landlord's reasonable judgment, shall be taken, Tenant shall have the option to terminate this Lease. If this Lease shall be terminated as aforesaid, Landlord shall have the right to receive any award or payment made in connection with such public or quasi-public use or purpose or any payment made in lieu thereof, and Tenant shall have no claim against Landlord for the value of any unexpired Term. Tenant agrees to make no claim for compensation and hereby assigns to Landlord any rights which Tenant may have to any portion of any reward made as a result of such taking or payment in lieu thereof, except for such award as may be allowed for relocation expense and for fixtures and other equipment installed by Tenant which do not become Landlord's property at the termination of this Lease under the terms hereof, but only if such award is made by the condemnation court in addition to and not in diminution of the award to Landlord and is stated separately from the award made with respect to the Property or the part thereof which was taken or condemned. If a part of the Leased Premises shall be so taken or appropriated and neither Landlord nor Tenant elects to terminate this Lease as aforesaid, the Rent thereafter to be paid shall be reduced based upon the proportion which the rentable square feet taken or appropriated bears to the rentable square feet of the Leased Premises immediately prior to such taking or appropriation.

(b) If the temporary use or occupancy of all or any part of the Leased Premises shall be taken or appropriated for any public or quasi-public use, this Lease shall remain in full force and effect unaffected by such taking or appropriation; provided, however, Rent paid during the period of temporary use or occupancy shall be reduced based upon the proportion which the rentable square feet temporarily so used or occupied bears to the rentable square feet immediately prior to such use or occupancy. Landlord shall be entitled to appear, claim, prove and receive the entire award as represents the cost of restoration of the Leased Premises and any other portion of the Property.

ARTICLE XII
WAIVER OF LIABILITY; INDEMNIFICATION

12.1 Waiver of Liability. Tenant agrees that all fixtures, equipment, merchandise, inventory and other personal property of Tenant or any of its subtenants or any of its or their contractors, subcontractors, licensees or invitees or the agents or employees of any of the foregoing (each, a "**Releasing Party**") which may at any time now or in the future be in the Leased Premises or other portions of the Property shall be maintained there at such Releasing Parties' sole risk. Landlord shall not be liable to any Releasing Party for any damage to said property, or for loss or damage now or hereafter suffered by the business or occupation of any Releasing Party caused in any manner whatsoever except to the extent such damage or loss shall have been solely caused by Landlord's negligence or willful misconduct. In no event shall Tenant be entitled to claim constructive eviction by reason of any act or omission caused other than solely by reason of the negligence or willful misconduct of Landlord preventing any reasonable use of the Leased Premises beyond such period as may be required for Landlord to correct any condition in order to provide such reasonable use.

12.2 Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and its members, partners, officers, principals, employees and agents, and their respective officers, partners, principals, employees and agents (collectively, the "**Landlord Indemnified Parties**") at all times from and against any and all claims, actions, losses, injuries, damages, costs and expenses incurred by or asserted against any of the Landlord Indemnified Parties now or hereafter caused in whole or in part by or resulting or arising from any act done or omission by or through Tenant or any of its subtenants, or any of its or their respective contractors, subcontractors, licensees or invitees, or any agents or employees of any of the foregoing. Landlord shall indemnify, defend and hold harmless Tenant and its partners, officers, principals, employees and agents (the "**Tenant Indemnified Parties**") at all times from and against any and all claims, actions, losses, injuries, damages, costs and expenses incurred by or asserted against any of the Tenant Indemnified Parties caused in whole or in part by or resulting or arising from any act done or omission by or through Tenant, or any of its contractors, subcontractors, licensees or invitees, or any agents or employees of any of the foregoing.

ARTICLE XIII
ASSIGNMENT AND SUBLETTING

13.1 Assignment and Subletting. Tenant shall not assign, mortgage, sublease, encumber or otherwise transfer this Lease or any interest therein, nor sublet the Leased Premises in whole or in part, nor sell or otherwise transfer its stock or substantially all of its assets, otherwise implement a change in control without Landlord's prior written consent, which may be withheld or conditioned by Landlord in its sole discretion and with or without cause. Furthermore, this Lease shall not, nor shall any interest therein, be assigned by Tenant by operation of law, without the prior written consent of Landlord, which may be withheld by Landlord at its sole option and with or without cause. Any such assignment, mortgage, sublease, encumbrance or other transfer, whether by operation of law or otherwise, without Landlord's written consent shall be null and void at Landlord's option and shall entitle Landlord to declare Tenant in default hereunder. Any acceptance of Rent by Landlord or other performance of this Lease by any assignee or subtenant of Tenant's interest in this Lease shall not be construed as

Landlord's consent to any assignment or sublease, and Landlord shall not be estopped to assert the lack of such consent by reason of any of such matters.

13.2 No Release. Regardless of Landlord's consent, no subletting or assignment shall release or alter Tenant's primary liability to pay Rent and to perform all other obligations to be performed by a tenant hereunder. The acceptance of Rent by Landlord from any party other than Tenant shall not be deemed to be a waiver by Landlord of any provision hereof. Upon a default hereunder by any assignee or subtenant of Tenant, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or subtenant. Landlord may consent to any subsequent assignment or subletting of this Lease, may enter into amendments or modifications to this Lease with subtenants or assignees of Tenant, and may waive one or more of the terms hereof without notifying Tenant or other subtenants or assignees other than the current occupant of the Leased Premises, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.

ARTICLE XIV **QUIET ENJOYMENT**

14.1 Quiet Enjoyment. Landlord covenants and agrees that, if Tenant shall promptly pay the Rent and perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall have the right to peaceable and quiet enjoyment and possession of the Leased Premises during the Term without any substantial hindrance from Landlord or any other person lawfully claiming through Landlord, subject to the terms and conditions of this Lease.

ARTICLE XV **SUBORDINATION; TRANSFER OF PROPERTY**

15.1 Subordination. Tenant accepts this Lease subject and subordinate to any mortgages now in existence or hereafter made from time to time affecting Landlord's interest in the Property, irrespective of the extent of the indebtedness or obligations secured by such mortgages, and all renewals, modifications, consolidations, replacements or extensions of any such mortgage now or hereafter made. The subordination described in the preceding sentence shall be self-operative; provided, however, that Tenant shall execute, acknowledge and deliver to the holder of any such mortgage, at any time upon demand by such holder, any documents that may be required by such holder for the purpose of evidencing the subordination of this Lease to any such mortgage and to any renewals, modifications, consolidations, replacements or extensions thereof. Such agreement shall contain such terms and conditions which such holder may request, including without limitation terms relating to the waiver of defaults, set-off rights, claims and defenses based on events or conditions existing prior to the acquisition of the Property by such holder or its designee or any other party by reason of a foreclosure or other judicial sale of the Property or a transfer in lieu thereof. In the event of a foreclosure sale under any mortgage or in the event of the judicial sale of the Property to collect indebtedness secured by any mortgage, or in the event of any transfer of the Property in lieu thereof, then, upon request of such mortgagee, purchaser or transferee, Tenant shall attorn to and recognize as Landlord hereunder the party who, but for this Lease, would be entitled to possession of the

Leased Premises. Tenant agrees to give any such mortgagee notice of any default of Landlord under the terms and conditions of this Lease and agrees that if Landlord shall fail to cure such default, this Lease shall not be terminated by Tenant so long as such mortgagee, at its option, shall make reasonable efforts to cure such default, which efforts, if necessary, may be delayed until such mortgagee is able to acquire sufficient rights in the Property in order to effect such cure.

15.2 Transfer of Property. In the event of any transfer of Landlord's interest in the Property, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant agrees to attorn to the transferee.

ARTICLE XVI **ESTOPPEL CERTIFICATE**

16.1 Estoppel Certificate. Tenant agrees, at any time, and from time to time, within ten (10) days after receipt of Landlord's written request, to execute, acknowledge and deliver to Landlord or to any actual or prospective purchaser or mortgagee of the Property a written certificate stating 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), stating the dates to which the Rent and any other payment due from Tenant shall have been paid in advance, if any, and providing such other information as Landlord may reasonably require, it being intended that such certificate delivered pursuant to this Section may be relied upon by Landlord and any actual or prospective purchaser or mortgagee of the Property. If Tenant shall fail to deliver any such certificate within the time period required by this Section, Landlord shall be entitled, as Tenant's special attorney-in-fact, to execute and deliver said certificate on behalf and in the name of Tenant to any third party.

ARTICLE XVII **SURRENDER**

17.1 Surrender. Tenant agrees to deliver and surrender possession of the Leased Premises to Landlord upon the expiration or earlier termination of the Term, broom-clean and in as good condition and repair as at the commencement of the Term, ordinary wear and tear (after taking into account Tenant's repair and maintenance obligations hereunder) and casualty for which Tenant shall not have any restoration obligation alone excepted, and to deliver all of the keys and access cards to Landlord or its agent.

17.2 Notice to Quit. Tenant shall surrender the Leased Premises to Landlord upon the expiration or earlier termination of the Term, without notice of any kind, and Tenant waives all right to any such notice as may be provided under any laws now or hereafter in effect in Pennsylvania, including the "Landlord and Tenant Act of 1951", Act No. 20 of April 6, 1951, as amended.

17.3 Removal of Property; Restoration of Leased Premises. All alterations, additions, fixtures and other property within the Leased Premises upon the expiration or termination of the Term shall remain for the benefit of Landlord after the Term unless Landlord shall direct that the

same be removed, in which event Tenant shall remove the same as provided in this Lease. At Landlord's request made before or after the expiration or earlier termination of the Term, Tenant shall remove all alterations which may have been made to the Leased Premises by Tenant (except those which Landlord may designate in writing as not requiring removal), as well as all fixtures, equipment and signs which may have been installed or placed therein by Tenant, and Tenant shall repair any damage caused by the erection or removal of such fixtures, equipment or signs and restore the Leased Premises to its original condition, all in a workmanlike fashion as Landlord may direct. If Tenant shall not have removed all equipment, furniture, trade fixtures or other personal property, whether owned by Tenant or other parties, as of the expiration or earlier termination of the Term, Landlord may (a) remove and store the same at the expense of Tenant or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable, with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed by Tenant under this Lease, or (b) treat the same as abandoned property and remove and claim or dispose of the same in such manner as Landlord may elect, all at the expense of Tenant.

17.4 Holding Over. If Tenant shall hold over at the expiration or termination of the Term, such tenancy shall be deemed, at Landlord's option elected in writing by Landlord at any time during such period, a month-to-month tenancy or such other tenancy as shall be assumed by law in the event of such holding over, and in the absence of such written election by Landlord, shall either be a tenancy at the sufferance of Landlord or a trespass by Tenant. During such month-to-month tenancy or tenancy at sufferance, Tenant agrees to be bound by all the terms and conditions hereof and agrees to pay to Landlord, in addition to all other Rent, a Base Rent in the amount of double the Base Rent which shall have been in effect for the last month of the Term prior to such expiration or termination, the parties agreeing that such sum shall be deemed a reasonable sum for such tenancy. Nothing herein shall limit any damages Landlord may incur for Tenant's trespass, damage to the Property, loss of replacement Tenants or otherwise.

ARTICLE XVIII **DEFAULT AND REMEDIES**

18.1 Default. Any of the following events shall constitute a default under this Lease by Tenant:

- (a) Failure by Tenant to make any payment of Rent or other payment required by this Lease when the same is due;
- (b) An abandonment or vacation of the Leased Premises by Tenant;
- (c) Any attempted conveyance, assignment, mortgage or subletting or other transfer (by operation of law or otherwise) of this Lease or of the Leased Premises or any part thereof without the prior written consent of Landlord pursuant to the terms of this Lease;
- (d) The making by Tenant or any guarantor of any of Tenant's obligations under this Lease of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant or any such guarantor of a petition to have Tenant or any such guarantor adjudged a bankrupt or a petition for reorganization or arrangement under any law

relating to bankruptcy (unless, in the case of a petition filed against Tenant or any such guarantor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days;

(e) The failure by Tenant to observe or perform any covenant, condition or provision in this Lease not already specifically mentioned in this Section 18.1, where such failure continues for thirty (30) days after written notice from Landlord notifying Tenant of such failure.

18.2 Remedies. In the event of any default by Tenant as defined in Section 18.1, Landlord may at any time thereafter, upon notice and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach:

(a) accelerate the Rent for the entire balance of the Term or any part thereof, and any costs and sheriff's, marshal's, constable's or other official's commissions, whether chargeable to Landlord or Tenant, as if by the terms of this Lease said balance of the Rent and such other charges and expenses were payable in advance on the date of such acceleration. For purposes of accelerating the Additional Rent for the balance of the Term, Landlord shall be entitled to calculate the same based on the Additional Rent last payable by Tenant with an increase thereof in the amount of five percent (5%) for each Lease Year or portion thereof then remaining in the Term. Nothing herein shall relieve Tenant of liability for actual Additional Rent in excess of such calculations for any period by Landlord pursuant to this Section. If such acceleration shall occur prior to the time that Additional Rent shall have been payable by Tenant, then, for purposes of such acceleration Landlord shall be entitled to calculate the Additional Rent for the then remaining Term by assuming a five percent (5%) increase in Additional Costs and Additional Taxes for each Lease Year or portion thereof remaining in the Term. Nothing herein shall relieve Tenant of liability for actual Additional Rent in excess of such calculations for any period by Landlord pursuant to this Section. If such calculations exceed the amount of actual Additional Rent for such period, Landlord shall either refund such excess to Tenant or apply such excess to other sums which may become due to Landlord under this Lease.

(b) elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of condition, term, agreement or covenant broken; elect to terminate Tenant's possessory rights and all other rights of Tenant without thereby terminating this Lease, and Landlord may without notice reenter the Leased Premises, forcibly, if necessary to effect entrance, for the purpose of distraint or execution, and to remove Tenant and all other persons and property from the Leased Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable in any way for any loss or damage occasioned thereby, and to take possession of and sell under distraint the goods and chattels found in the Leased Premises;

(c) sell at public or private sale all or any part of Tenant's property in the Leased Premises whether exempt or not from sale under execution or attachment, the parties hereby agreeing that said property shall at all times be subject to a lien in favor of Landlord and shall be chargeable for all Rent and the fulfillment of all other covenants and agreements herein contained, and the proceeds of such sale may be applied by Landlord: first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property; second, to the payment of any indebtedness, including, without limitation, any indebtedness for Rent, which may be or may thereafter become due from Tenant to Landlord; and third, to pay Tenant, upon Tenant's demand therefore, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid. Tenant expressly waives the benefits of all laws, now or hereafter in force, exempting any property within the Leased Premises or elsewhere from distraint, levy or sale;

(d) pursue any other remedy now or hereafter available to Landlord under applicable laws, equity or judicial decisions.

18.3 Default Interest. Any Rent or other sum payable under this Lease shall bear interest at the rate per annum equal to the lesser of (a) five percent (5%) in excess of the rate per annum announced from time to time by Mellon Bank, N.A., or its successor as its "prime rate" or similar rate, or (b) the highest rate permitted by law. Such rate of interest shall apply to such unpaid Rent and other sums until paid irrespective of whether judgment may have been entered therefore.

18.4 CONFESSION OF JUDGMENT FOR POSSESSION. UPON EACH AND EVERY BREACH OR DEFAULT HEREUNDER, TENANT AND ANY PERSON HOLDING UNDER TENANT IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY AT ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA EITHER IN ADDITION TO OR WITHOUT JUDGMENT FOR THE AMOUNT DUE ACCORDING TO THE TERMS OF THIS LEASE, TO APPEAR FOR TENANT AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND IN FAVOR OF LANDLORD IN EJECTMENT FOR THE LEASED PREMISES AND THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION FOR THE LEASED PREMISES PURSUANT TO WHICH LANDLORD MAY WITHOUT NOTICE RE-ENTER AND EXPEL TENANT AND ANY PERSON HOLDING UNDER TENANT FROM THE LEASED PREMISES. NO SINGLE EXERCISE OF THE FOREGOING WARRANT OR POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT SUCH EXERCISE SHOULD BE HELD BY ANY COURT TO BE INVALID, VOIDABLE OR VOID, AND THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS LANDLORD SHALL ELECT, AND, IN EACH CASE, THIS LEASE OR A TRUE COPY THEREOF SHALL BE A SUFFICIENT WARRANT OF ANY PERSON.

18.5 Cumulative Remedies. The rights and remedies of Landlord hereunder shall be cumulative and not exclusive, and Landlord shall not be put to any election of remedies. The rights and remedies of Landlord hereunder are in addition to and not in derogation of the rights and remedies otherwise available to Landlord by law or in equity or otherwise.

18.6 Survival. All representations, warranties, covenants, conditions and agreements of Tenant contained in this Lease shall survive the termination or expiration of the Term, and Landlord shall have and enjoy all rights and remedies with respect thereto notwithstanding such expiration or termination. In addition, such representations, warranties, covenants, conditions and agreements and Landlord's rights and remedies with respect thereto shall survive Tenant's surrender and/or vacation of the Leased Premises, whether or not the same may be accepted by Landlord, and whether or not Landlord may thereafter re-let the Leased Premises.

ARTICLE XIX
WAIVER

19.1 Waiver. The waiver by either Landlord or Tenant of any breach of any term, covenant or condition of this Lease to be performed by the other shall not be deemed to be a waiver of any subsequent breach of this Lease nor shall any waiver authorize the nonobservance of any other occurrence of the same or of any other covenant or condition thereof, nor shall the acceptance of rent by the Landlord at any time when the Tenant is in default under any covenant or condition hereby be construed as a waiver of any such default. To be effective, a waiver of any such breach or default hereunder must be in writing signed by the party to be charged with such waiver.

ARTICLE XX
NOTICES

20.1 Notice Addresses. Whenever in this Lease there shall be required or permitted that notice or demand be given or served to either party to this Lease, such notice or demand shall be given in writing, by certified or registered U.S. Mail, return receipt requested, by recognized overnight courier with receipted delivery, or by facsimile transmission, to the applicable address or addresses set forth herein, or to such other addresses as may be designated by notice given pursuant to this Section. All notices shall be deemed given when delivered to the applicable address or addresses or when such delivery is refused, as indicated by return receipts or other evidence:

To Tenant: Pennsylvania Cyber Charter School
652 Midland Avenue
Midland PA 15059
Attention: Nicole Granito, COO

To Landlord: Hartman Holdings, LLC
1306 Woodbridge Drive
Latrobe, PA 15650
Attn: Coby Hartman

ARTICLE XXI
MISCELLANEOUS

21.1 Exoneration. Any claim by Tenant against Landlord shall be limited to Landlord's interest in the Property. Neither Landlord nor any partner or shareholder in Landlord, nor any director, officer or other party with interests in Landlord or any such partner or shareholder shall be subject to personal liability for any of the covenants, representations or warranties of Landlord pursuant or related to this Lease, or for any negligent or other acts or omissions relating to the Leased Premises or any other portion of the Property or any condition or use thereof or event or activity therein or thereon. Tenant expressly waives any and all rights to proceed against any other assets of Landlord or any owner of Landlord. In no event shall Landlord be liable to Tenant for incidental, consequential, speculative, indirect or special damages (including lost profits).

21.2 Binding Effect. Except as herein otherwise expressly provided, the terms, conditions, covenants and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant, respectively. The references contained in this Lease to successors and assigns of Tenant shall not be construed to constitute a consent by Landlord to any assignment of this Lease by operation of law or otherwise.

21.3 Captions. The captions of the Articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the terms, conditions, covenants and provisions of this instrument.

21.4 References. As used herein, the singular shall include the plural; the use of masculine, feminine or neuter genders shall be deemed to include all genders. Any reference to the rights and authority of Landlord herein shall include such of Landlord's agents, servants, or employees to whom Landlord may delegate its rights or authority, and shall also include any mortgagee of Landlord which has reserved or to whom Landlord has delegated any such right or authority.

21.5 Rules of Construction. Both parties acknowledge and agree that this Lease has been freely negotiated, and accordingly, this Lease shall be construed and interpreted without regard to any presumption or rule of construction against Landlord as the drafter of this Lease or otherwise.

21.6 Entire Agreement. The recitals are incorporated into this Lease as if fully set forth. This Lease, together with all addenda, schedules and Exhibits hereto, contains the entire agreement between the parties hereto, and Tenant acknowledges and agrees that no agent, representative, salesman or officer of Landlord has authority to make or has made any statement, agreement representation, either oral or written, in connection therewith, modifying, adding or changing the terms, conditions, covenants and provisions herein set forth. No dealings between the parties or custom or usage of trade shall be permitted to contradict, vary, add to or modify the terms, conditions, covenants and provisions hereof. No modifications of or amendment of this Lease shall be binding unless the same shall be in writing and signed by all of the parties hereto.

21.7 Governing Law. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Pennsylvania.

21.8 Partial Invalidity. If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall at any time or to any extent be or become invalid or unenforceable, nevertheless the remaining terms, covenants, conditions and provisions of this Lease, and the application thereof shall not be affected thereby and each remaining term, covenant, condition and provision of this Lease shall be and remain valid and enforceable to the fullest extent permitted by law.

21.9 Brokerage Commission. Landlord and Tenant each represent and warrant to the other that there were no real estate agents or brokers involved with the introduction of the parties or in the negotiation and execution of this Lease other than Century Realty ("**Landlord's Broker**"), as agent for Landlord, and Hanna Langholz Wilson Ellis ("**Tenant's Broker**"), as agent for Tenant (Landlord's Broker and Tenant's Broker are together, the "**Brokers**"). Landlord and Tenant shall each hold the other harmless from any claims for commissions, fees or compensation for this Lease transaction by any other person or entity claiming to have acted as agent, representative or broker for any of the parties to this Lease. All fees payable to Brokers on account of this Lease shall be paid by Landlord pursuant to a separate agreement between the Brokers.

21.10 Non-Recordation. Neither this Lease nor any memorandum hereof or reference hereto shall be recorded by Tenant.

21.11 Force Majeure. Time periods for Landlord's performance of its obligations under this Lease shall be extended for periods of time during which Landlord's performance is prevented due to Force Majeure. As used in this Lease, "Force Majeure" shall mean any period of delay which arises from or through governmental regulations, strikes, embargoes, lock outs, other labor or material shortage, accidents, acts of terrorism, mechanical breakdowns, repairs, vandalism, breakage, moratoria, conservation measures, legal requirements, acts of God, acts or omissions of other parties, weather or fire or other casualties, delays caused by Tenant or other events or conditions not within Landlord's reasonable control. In no event shall Force Majeure apply to or be used to delay payment of any monetary sums due hereunder.

21.12 Rules and Regulations. Tenant shall faithfully observe and strictly comply with the Rules and Regulations, attached hereto as Exhibit "E" (the "**Rules and Regulations**") or hereafter promulgated from time to time by Landlord with respect to the Property or by any other party. The Rules and Regulations are hereby incorporated by reference. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Property or by any other party of any of said Rules and Regulations and nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant or occupant.

21.13 Signage. Subject to local sign ordinances, township codes, the Declarations, and Landlord's approval, Tenant shall be permitted to install its prototypical storefront signage, in addition to mutually agreed upon signage along Route 30.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Lease to be duly executed by their authorized agents and officers as of the day and year first above written.

LANDLORD:

WITNESS:




HARTMAN HOLDINGS, LLC

By: 

Print Name: Coby Hartman

Title: Vice President

WITNESS/ATTEST:



THE PENNSYLVANIA CYBER CHARTER
SCHOOL

By: 

Print Name: BREW HAYDEN

Title: CEO

EXHIBIT A

THE LAND

ALL THAT CERTAIN lot or parcel of land situate in the Seventh Ward of the City of Greensburg, Westmoreland County, Pennsylvania, being Parcel 3R in the Greensburg Commerce Park Revision to Lot 3R as recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Instrument No. 200301300008226.

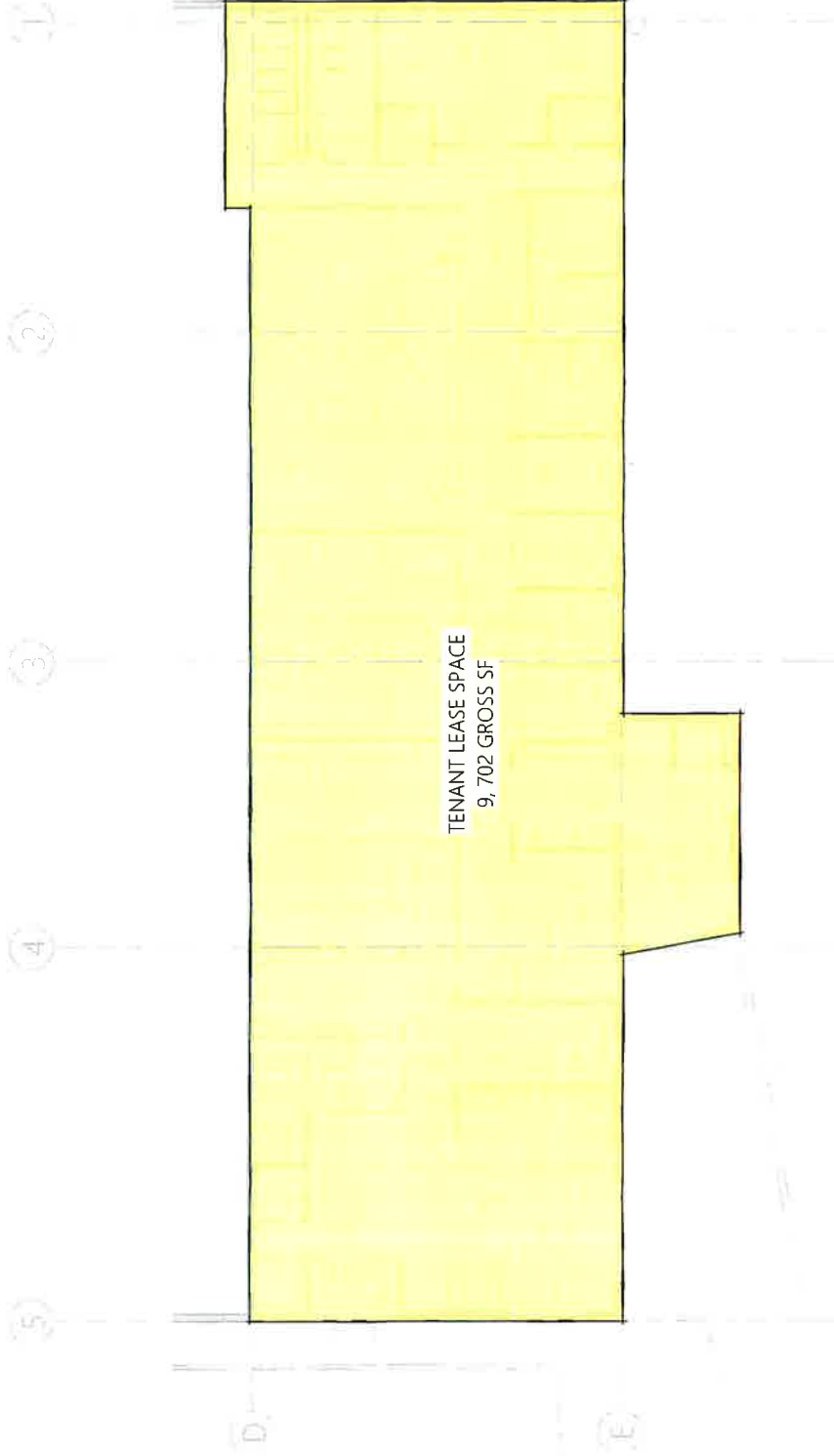
Tax Map No. 10-05-05-0-047.

EXHIBIT B

THE LEASED PREMISES



The Pennsylvania Cyber Charter School
PA Cyber Charter School Tenant Fit-Out
Greensburg, PA



TENANT LEASE SPACE
9, 702 GROSS SF

1/16" = 1'-0"



Tenant Space Plan Diagram | Lease Exhibit | January 19, 2021
Note: All plans, elevations, & renderings are schematic and for illustrative purposes only. Final design is subject to field verification. Final materials and color selections are to be verified during the design development stage.

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EXHIBIT C
WORK LETTER AGREEMENT

This Work Letter Agreement ("Work Letter") is executed simultaneously with that certain COMMERCIAL LEASE (the "Lease") between THE PENNSYLVANIA CYBER CHARTER SCHOOL, as "Tenant", and HARTMAN HOLDINGS, LLC, a Pennsylvania limited liability company, as "Landlord", relating to the demised premises comprised of approximately 9,702 square feet (the "Leased Premises") within the single-story building situated on that certain real property located at 1040 Towne Square Drive, Greensburg, PA 15601 (the "Building"), which Leased Premises are more fully identified in the Lease. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings ascribed to them in the Lease.

For and in consideration of the agreement to lease the Premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Authorized Representatives.** Landlord hereby appoints Coby Hartman as Landlord's representative ("Landlord's Representative") to act for Landlord in all matters covered by this Work Letter Agreement. Tenant hereby appoints Nicole Granito as Tenant's representative ("Tenant's Representative") to act for Tenant in all matters covered by this Work Letter Agreement. All communications with respect to the matters covered by this Work Letter Agreement are to be made to Landlord's Representative or Tenant's Representative, as the case may be, in writing in compliance with the notice provisions of the Lease. Either party may change its representative under this Work Letter Agreement at any time by written notice to the other party in compliance with the notice provisions of the Lease.

2. **The Work.** Tenant desires Landlord to perform certain leasehold improvement work in the Premises (the "Work"). The Work shall include buildout of the interior of the Leased Premises and a patio area for Tenant's sole use where the loading dock is currently located.

3. **Preparation of the Working Drawings.** Landlord's architect will prepare plans and specifications necessary to complete the Work (the "Working Drawings"). Tenant met with Landlord's architect to establish and memorialize Tenant's space plan and program. Landlord's architect shall prepare the initial Work Drawings consistent with Tenant's space plan and program. Tenant shall approve or disapprove of the initial Working Drawings within five (5) business days after receipt thereof. Tenant may only disapprove the Working Drawings to the extent such Working Drawings are inconsistent with Tenant's space plan and program. In the event Tenant disapproves of the initial Working Drawings, Tenant shall deliver specific proposed changes to Landlord within such five (5) business day period. If such proposed revisions are submitted timely and acceptable to Landlord, Landlord shall cause its architect to revise the Working Drawings to incorporate such revisions and submit the same for Tenant's approval in accordance with the foregoing provisions. The initial Working Drawings and one revision thereto shall be prepared at Landlord's expense. All further revisions will be paid for by Tenant and shall be subject to Landlord's approval pursuant to Paragraph 4, below.

4. **Landlord Review of the Plans.** All plans, drawings, specifications and other details describing the Work shall be subject to Landlord's approval, which Landlord agrees shall not be unreasonably withheld. Landlord shall not be deemed to have acted unreasonably if it withholds

its approval of any plans, specifications, drawings or other details or of any Additional Work because, in Landlord's reasonable opinion, the work, as described in any such item, or the Additional Work, as the case may be: (a) is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (b) might impair Landlord's ability to furnish services to Tenant or other tenants in the Building; (c) would increase the cost of operating the Building; (d) would violate any governmental laws, rules or ordinances (or interpretations thereof); (e) contains or uses hazardous or toxic materials or substances; (f) would adversely affect the appearance of the Building; (g) might adversely affect another tenant's premises; (h) is prohibited by any mortgage, trust deed or other instrument encumbering the Building, if any; or (i) is likely to be substantially delayed because of unavailability or shortage of labor or materials necessary to perform such work or the difficulties or unusual nature of such work. The foregoing reasons, however, shall not be the only reasons for which Landlord may withhold its approval, whether or not such other reasons are similar or dissimilar to the foregoing. Neither the approval by Landlord of the Work or Initial Plan or any other plans, drawings, specifications or other items associated with the Work nor Landlord's performance, supervision or monitoring of the Work shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises.

5. **Performance of the Work; Allowance.** Landlord shall use its designated contractor to perform the Work. The contract between the Landlord and its contractor (the "Construction Contract") shall be in the form of a cost-plus contract with a guaranteed maximum price ("GMP"). Terms of the Construction Contract shall be subject to Tenant's approval, which shall not be unreasonably withheld. Except as hereinafter provided to the contrary, Landlord shall cause the performance of the Work using (except as may be stated or shown otherwise in the Working Drawings) building standard materials, quantities and procedures then in use by Landlord ("Building Standards"). Landlord shall pay for a portion of the "Cost of Work" (as defined below) in an amount not to exceed \$291,060.00 (such amount being \$30.00 per rentable square foot of the Premises which is to be improved, as described in the Working Drawings) (the "Allowance"), and Tenant shall pay for the entire Cost of the Work in excess of the Allowance. Tenant shall not be entitled to any credit, abatement or payment from Landlord in the event that the amount of the Allowance specified above exceeds the Cost of the Work. For purposes of this Agreement, the term "Cost of the Work" shall mean and include any and all costs and expenses of the Work, including, without limitation, the cost of all labor (including overtime) and materials constituting the Work.

6. **Construction Contract.** Prior to executing the GMP Amendment to the Construction Contract, Landlord shall submit to Tenant a written statement setting forth the most current estimate of the Cost of the Work (which shall include the amount of any overtime projected as necessary to substantially complete the Work by the Commencement Date specified in the Lease) as then known by Landlord, and such statement shall indicate the amount, if any, by which the total Cost of the Work exceeds the Allowance (the "Excess Costs"). If the current estimate of the total Cost of the Work or the proposed GMP is deemed unacceptable by Tenant, Tenant shall have the option of reducing the scope of the Work. Any expense associated with the revision of the Working Drawings required by such a reduction in scope shall be borne by Tenant. Otherwise, Tenant agrees, within three (3) days after submission of such statement, to execute and deliver to Landlord, in the form then in use by Landlord, an authorization to proceed with the Work. Upon receipt of such authorization, Landlord shall be authorized to execute the GMP Amendment to the Construction Contract.

7. **Payment.** Upon execution of the Lease, Tenant shall pay to Landlord an amount equal to twenty-five percent (25%) of the Cost of the Work. No Work shall be commenced until Tenant has fully complied with the preceding provisions of this Paragraph 7. In the event, and each time, that any change order approved by Tenant, unknown field condition, delay caused by acts beyond Landlord's control or other event or circumstance causes the Cost of the Work to be increased after the time that Landlord delivers to Tenant the aforesaid initial statement of the Cost of the Work, Landlord shall deliver to Tenant a revised statement of the total Cost of the Work, indicating the revised calculation of the Excess Costs, if any. Upon Substantial Completion of the Work, Tenant shall pay to Landlord an amount equal to the Excess Costs, as shown in such revised statement, less the amounts previously paid by Tenant to Landlord on account of the Excess Costs, and Landlord shall not be required to proceed further with the Work until Tenant has paid such amount. Delays in the performance of the Work resulting from the failure of Tenant to comply with the provisions of this Paragraph 7 shall be deemed to be delays caused by Tenant.

8. **Substantial Completion.** Landlord shall make all commercially reasonable efforts to cause the Work to be "substantially completed" on or before the scheduled date of commencement of the term of the Lease as specified in Section 1.3(b) of the Lease, subject to delays caused by strikes, lockouts, boycotts or other labor problems, work stoppages, shutdowns, lockdowns, or other work stoppages due to COVID-19 or other pandemic, casualties, discontinuance of any utility or other service required for performance of the Work, unavailability or shortages of materials or other problems in obtaining materials necessary for performance of the Work or any other matter beyond the control of Landlord (or beyond the control of Landlord's contractors or subcontractors performing the Work) and also subject to "Tenant Delays" (as defined and described in Paragraph 9 of this Work Letter). The Work shall be deemed to be "substantially completed" for all purposes under this Work Letter and the Lease if and when Landlord's architect issues a written certificate to Landlord and Tenant, certifying that the Work has been substantially completed (i.e., completed except for "punchlist" items listed in such architect's certificate) in substantial compliance with the Working Drawings, or when Tenant first takes occupancy of the Premises, whichever first occurs. If the Work is not deemed to be substantially completed on or before the scheduled date of the commencement of the term of the Lease as specified in Section 1.3(b) of the Lease, (a) Landlord agrees to use reasonable efforts to complete the Work as soon as practicable thereafter, (b) the Lease shall remain in full force and effect, (c) Landlord shall not be deemed to be in breach or default of the Lease or this Work Letter as a result thereof and Landlord shall have no liability to Tenant as a result of any delay in occupancy (whether for damages, abatement of Rent or otherwise), and (d) except in the event of Tenant Delays, and notwithstanding anything contained in the Lease to the contrary, the Commencement Date of the Lease Term as specified in Section 1.3(b) of the Lease shall be extended to the date on which the Work is deemed to be substantially completed and the Expiration Date of the Lease Term as specified in Section 1.3(d) of the Lease shall be extended by an equal number of days. At the request of either Landlord or Tenant in the event of such extensions in the commencement and expiration dates of the term of the Lease, Tenant and Landlord shall execute and deliver an amendment to the Lease reflecting such extensions. Landlord agrees to use reasonable diligence to complete all punchlist work listed in the aforesaid architect's certificate promptly after Substantial Completion.

9. **Tenant Delays.** There shall be no extension of the scheduled commencement or expiration date of the term of the Lease (as otherwise permissibly extended under Paragraph 8

above) if the Work has not been substantially completed on said scheduled commencement date by reason of any delay attributable to Tenant ("Tenant Delays"), including without limitation:

(i) the failure of Tenant to grant approval of the Working Drawings within the time required under Paragraph 2 above;

(ii) the failure of Tenant to comply with the requirements of Paragraph 4 above;

(iii) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant's requirements for special construction staging or phasing;

(iv) the performance of any Additional Work (as defined in Paragraph 7 below) requested by Tenant or the performance of any work in the Premises by any person, firm or corporation employed by or on behalf of Tenant, or any failure to complete or delay in completion of such work; or

(v) any other act or omission of Tenant that causes a delay.

10. **Additional Work.** Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Work described in the Working Drawings ("Additional Work") and the approval by Landlord of such Additional Work, which approval Landlord agrees shall not be unreasonably withheld, Landlord shall perform such Additional Work, at Tenant's sole cost and expense, subject, however, to the following provisions of this Paragraph 7. Prior to commencing any Additional Work requested by Tenant, Landlord shall submit to Tenant a written statement of the cost of such Additional Work, which cost shall include a fee payable to Landlord in the amount of 15% of the total cost of such Additional Work as compensation to Landlord for monitoring the Additional Work and for administration, overhead and field supervision associated with the Additional Work and an additional charge payable to Landlord shall also submit to Tenant a proposed tenant extra order (the "TEO") for the Additional Work in the standard form then in use by Landlord. Tenant shall execute and deliver to Landlord such TEO and shall pay to Landlord the entire cost of the Additional Work, including Landlord's Additional Compensation (as reflected in Landlord's statement of such cost), . If Tenant fails to execute or deliver such TEO or pay the entire cost of such Additional Work within such 5-day period, then Landlord shall not be obligated to do any of the Additional Work and may proceed to do only the Work, as specified in the Working Drawings.

11. **Tenant Access.** Landlord, in Landlord's sole discretion, which shall not be unreasonably exercised, may grant to Tenant a license to have access to the Premises two (2) weeks prior to the date designated in the Lease for the commencement of the term of the Lease to allow Tenant to do other work required by Tenant to make the Premises ready for Tenant's use and occupancy (the "Tenant's Pre-Occupancy Work"). It shall be a condition to the grant by Landlord and continued effectiveness of such license that:

(a) Tenant shall give to Landlord a written statement not less than five (5) days prior to the date on which such access will commence, which shall contain or shall be accompanied by each of the following items, all in form and substance reasonably acceptable to Landlord: (i) a detailed description of and schedule for Tenant's Pre-Occupancy Work; (ii) the names and addresses of all contractors, subcontractors and material suppliers and all other

representatives of Tenant who or which will be entering the Premises on behalf of Tenant to perform Tenant's Pre-Occupancy Work; and (iii) certificates of insurance (in amounts satisfactory to Landlord and with the parties identified in, or required by, the Lease named as additional insureds).

(b) Tenant shall indemnify Landlord for all claims, costs, expenses, damages and liabilities which may arise in connection with Tenant's Pre-Occupancy Work.

(c) Such pre-term access by Tenant and its representatives shall be subject to scheduling by Landlord.

(d) Tenant's employees, agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord or Landlord's agents in performing the Work and any Additional Work in the Premises, Landlord's work in other premises and in common areas of the Building, or the general operation of the Building. If at any time any such person representing Tenant shall cause or threaten to cause such disharmony or interference, including labor disharmony, and Tenant fails to immediately institute and maintain such corrective actions as directed by Landlord, then Landlord may withdraw such license upon twenty-four (24) hours' prior written notice to Tenant.

(e) Any such entry into and occupancy of the Premises by Tenant or any person or entity working for or on behalf of Tenant shall be deemed to be subject to all of the terms, covenants, conditions and provisions of the Lease, excluding only the covenant to pay Rent. Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's Pre-Occupancy Work made in or about the Premises or to property placed therein prior to the commencement of the term of the Lease, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to the Premises or to any portion of the Work or Additional Work caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers. In the event that the performance of Tenant's Pre-Occupancy Work causes extra costs to Landlord or requires the use of building services, Tenant shall reimburse Landlord for such extra cost, and/or shall pay Landlord for such building services at Landlord's standard rates then in effect.

12. **Lease Provisions.** The terms and provisions of the Lease, insofar as they are applicable to this Work Letter are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

13. **Miscellaneous.**

(a) This Work Letter shall be governed by the laws of the Commonwealth of Pennsylvania.

(b) This Work Letter may not be amended except by a written instrument signed by the party or parties to be bound thereby.

(c) Any person signing this Work Letter on behalf of Tenant warrants and represents he/she has authority to sign and deliver this Work Letter and bind Tenant.

(d) Notices under this Work Letter shall be given in the same manner as under the Lease.

(e) The headings set forth herein are for convenience only.

(f) This Work Letter sets forth the entire agreement of Tenant and Landlord regarding the Work.

(g) In the event that the final working drawings and specifications are included as part of the Initial Plan attached hereto, or in the event Landlord performs the Work without the necessity of preparing working drawings and specifications, then whenever the term "Working Drawings" is used in this Agreement, such term shall be deemed to refer to the Initial Plan and all supplemental plans and specifications approved by Landlord.

(h) It is expressly agreed that the Work and the associated leasehold improvements are not for the immediate use and benefit of the Landlord.

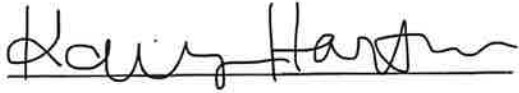
14. **Exculpation of Landlord.** Notwithstanding anything to the contrary contained in this Work Letter, it is expressly understood and agreed by and between the parties hereto that any claim by Tenant against Landlord shall be limited to Landlord's interest in the Property. Neither Landlord nor any partner or shareholder in Landlord, nor any director, officer or other party with interests in Landlord or any such partner or shareholder shall be subject to personal liability for any of the covenants, representations or warranties of Landlord pursuant or related to the Lease or this Work Letter, or for any negligent or other acts or omissions relating to the Leased Premises or any other portion of the Property or any condition or use thereof or event or activity therein or thereon. Tenant expressly waives any and all rights to proceed against any other assets of Landlord or any owner of Landlord. In no event shall Landlord be liable to Tenant for incidental, consequential, speculative, indirect or special damages (including lost profits).

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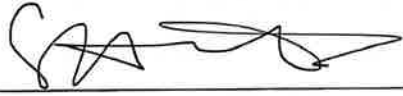
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Work Letter Agreement to be duly executed by their authorized agents and officers as of the day and year first above written.

LANDLORD:

WITNESS:



HARTMAN HOLDINGS, LLC

By: 

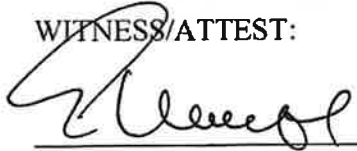
Print Name: Coby Hartman

Title: Vice President

TENANT:

THE PENNSYLVANIA CYBER CHARTER
SCHOOL

WITNESS/ATTEST:



By: 

Print Name: BRIAN HADDEN

Title: CEO

RECITING DATES OF TERMS

THIS AGREEMENT is made and entered into this 1st day of August 2021 by and between Hartman Holdings ("Landlord") and PA Cyber School ("Tenant").

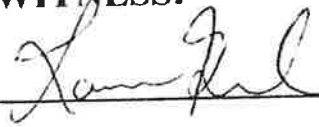
WITNESSETH:

The parties hereto, intending to be legally bound hereby, agree as follows:

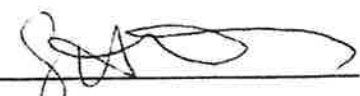
- 1. This Agreement is made pursuant to the Term of the Lease between the parties dated January 27th, 2021.
- 2. It is hereby stipulated and agreed that the Term of said Lease will commence on August 1st, 2021 pursuant to the provisions of the above mentioned paragraph of said Lease and will end on July 31st, 2031, unless sooner terminated as provided in said Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

WITNESS:



HARTMAN HOLDINGS

By: 
Cory Hartman



PA CYBER SCHOOL


By: 
Eric Weaver

EXHIBIT E

RULES AND REGULATIONS

1. The Common Areas shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the Leased Premises, and no tenant shall permit any of its employees, invitees, contractors, subcontractors, licensees, subtenants or agents to congregate or loiter in any of the Common Areas. Tenant shall not invite to, or permit to visit, its Leased Premises persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Common Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by Tenant, or the employees, invitees, contractors, subcontractors, licensees, subtenants or agents of Tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of, the Common Areas and the public facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat of any kind whatsoever shall be placed or left outside any entry door of the Building.
2. No awnings or other projections shall be attached to or hung in or used in connection with any window or door of the Building, without the prior written consent of Landlord which consent Landlord may withhold in its sole discretion. Curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, approved by Landlord. In order that the Building can and will maintain a uniform appearance to those persons outside of the Building, Tenant shall (a) use only building standard lighting in areas where lighting is visible from the outside of the Building and (b) use only building standard blinds in window areas which are visible from the outside of the Building.
3. No sign, insignia, advertisement, lettering, notice or other object shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the Leased Premises or the Building, on corridor walls or in any Common Area without the prior written consent of Landlord which consent Landlord may not be unreasonably withheld.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building, if any, nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral heating enclosures. Whenever the heating, ventilating or air conditioning systems are in operation, Tenant agrees to draw the shades, blinds or other window coverings, as reasonably required because of the position of the sun. Tenant shall have no right to remove or change shades, blinds or other window coverings within the Leased Premises without Landlord's prior written consent which consent Landlord may not be unreasonably withheld.

5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Common Areas.
6. No acids, vapors or other harmful materials shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Common Areas, into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings, land or streets. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers or apparatus and the cost of repairing and damage to the Building, to any facilities of the Building or to any adjoining building or property caused by Tenant or the employees, invitees, contractors, subcontractors, licensees, subtenants or agents of Tenant shall be paid by Tenant.
7. Tenant shall not mark, paint, drill into or in any way deface any part of the Leased Premises or the Building other than as may be permitted by the terms of this Lease. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord which consent Landlord may withhold in its sole discretion. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Leased Premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
8. No bicycles, vehicles, animals (except seeing eye dogs), fish or birds of any kind shall be brought into or kept in or about the Leased Premises.
9. Tenant shall conduct its business in the Leased Premises in such a manner, both as regards noise and other nuisances, as will not interfere with or disturb any other tenant in the Property, neighboring residents or the Landlord in the ownership or management of the Property.
10. Nothing shall be done or permitted in the Leased Premises and nothing shall be brought into or kept in or about the Leased Premises, which would impair or interfere with any of the building equipment, the services of the Building or the proper and economic heating, ventilating, air conditioning, cleaning or other services of the Building or the Leased Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. Neither Tenant nor the employees, invitees, contractors, subcontractors, licensees, subtenants or agents of Tenant shall at any time bring or keep upon its Leased Premises any inflammable, combustible or explosive fluid, chemical or substance.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in locks or the mechanism thereof. Duplicate keys for the Leased Premises and toilet rooms shall be procured only from Landlord, and Landlord may make a reasonable charge therefor. Tenant shall, upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks. Notwithstanding the foregoing, Tenant may, with Landlord's prior consent, install a security system in the Leased Premises which uses master codes or cards instead of keys provided that Tenant shall provide Landlord with the master code or card for such system.
12. All removals or the carrying in or out of any sales, freight, furniture, packages, boxes, crates or any other object or matter of any description shall take place only during such hours and in such elevators as Landlord may from time to time determine, which may invoke overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord including but not limited to the cost of such overtime work. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package, object or matter from the tenant from whose Leased Premises the package, object or matter is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the Leased Premises of such tenant. Landlord shall in no way be liable to Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Leased Premises or the Building.
13. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise for the safety of tenants and the protection of property in the Building.
14. Tenant, before closing and leaving the Leased Premises at any time, shall see that all lights are turned out. All entrance doors in the Leased Premises shall be kept locked by each tenant when its Leased Premises are not in use. Entrance doors shall not be left open at any time.
15. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.
16. Employees of Landlord shall not be obligated or authorized to perform any work or do anything outside of their regular duties, unless under special instruction from Landlord.

17. Canvassing, soliciting and peddling in the Common Areas, are prohibited and each tenant shall cooperate to prevent the same.
18. Tenant shall not cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its Leased Premises which would annoy other tenants or create a public or private nuisance.