AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF
NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 7,982.6 SQUARE
FEET OF INDOOR SPACE KNOWN AS PARK PLAZA AT SULLIVAN TRAIL, 1800 SULLIVAN
TRAIL, EASTON, PENNSYLVANIA, FROM RB PARK PLAZA-I, LLC, 3864 COURTNEY
STREET, SUITE 140, BETHLEHEM, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15
Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The
County shall not purchase, sell, or lease real estate without first obtaining sealed
appraisals from two (2) professional real estate appraisers", and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15
Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real
Estate, provides, "The County Executive, or his designee, may negotiate a contract for
the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any
such purchase/sale/lease shall be approved by County Council, and no such contract
shall bind the County nor shall any conveyance be lawful, until County Council
approves of the terms of the purchase/sale/lease"; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that
the Northampton County Council shall enact an ordinance for any act which "purchase,
conveys, leases or authorizes the purchase, conveyance or lease of any real property
of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council
that it does hereby authorize the County of Northampton to lease approximately 7,982.6
square feet of indoor space known as Park Plaza at Sullivan Trail, 1800 Sullivan
Trail, Easton, Pennsylvania, from RB Park Plaza-I, LLC, 3864 Courtney Street, Suite
140, Bethlehem, Pennsylvania, for $8,500 for the first year of the lease term with the
rent increasing at a rate of 3% per year for the lease term of ten years. The lease
shall be in accordance with the Lease Agreement, a copy of which is attached hereto
and made a part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the
date of enactment.

This ordinance was advertised on the____ day of____ 2019 and was adopted
by the Northampton County Council on the____ day of____ 2019.

Attest:

Linda M. Zembo
Clerk to Council

__________
Ronald R. Heckman
County Council President

__________
Lamont G. McClure
County Executive
COMMERCIAL LEASE

This Lease is made on ____________, 2019.

BETWEEN COUNTY OF NORTHAMPTON, (referred to as the "Tenant"), and RB PARK PLAZA-I, LLC, 3864 Courtney Street, Suite 140, Bethlehem, Pennsylvania, 18017 (referred to as the "Landlord").

WHEREAS, Tenant seeks to lease from Landlord 7,982.6 +/- square feet of interior space known as Suite 140 at 1800 Sullivan Trail, Forks Township, Pennsylvania; and

WHEREAS, it is the intention of the parties to enter into this Commercial Lease Agreement to become effective on the Lease Commencement Date as described herein; and

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. **Exhibits.** The following exhibits form a part of this Agreement.
   
   A. Standard Terms and Conditions
   
   B. Agreed upon Space Plan, Drawings and Specifications

2. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the following premises (the "Leased Property" or "Leased Premises") the following estimated square feet of space (subject to final space planning and standard BOMA calculations) located at the property known as Park Plaza at Sullivan Trail, located at 1800 Sullivan Trail, Easton PA.

   7,982.6 +/- square feet of indoor space for the duration of this lease

3. **Use.** Senior Center Services

4. **Term.** The initial term of this Lease is for ten (10) years starting on the Commencement Date. This Lease and the party’s obligations herein are specifically contingent upon Landlord successfully obtaining a Confession of Judgment for Ejectment against the existing Tenant and the resulting vacancy of the Leased Premises. The Commencement Date shall be defined as that date which is thirty (30) days subsequent to Landlord obtaining possession of the Leased Premises from the existing Tenant. Landlord shall proceed diligently to obtain possession of the Leased Premises upon complete execution of this Lease Agreement.

5. **Landlord’s Work.** Landlord shall provide tenant with the following:
Plumbing and electric rough-ins for kitchenette area; VCT flooring throughout the Leased Premises and touch up existing paint.

The location of all Landlord Improvements shall be agreed upon by both Landlord and Tenant prior to installation. Any improvements to the Lease Premises are subject to municipal approval and Landlord’s approval.

Tenant Improvements: Tenant shall make all other improvements desired by Tenant.

Landlord also reserves the right to complete any and/or all improvements under the same specs and at the same contract price of the lowest competitive bid received by Tenant. Landlord reserves the right to approve all contractors utilized by Tenant. Tenant shall be responsible for all equipment and Tenant fixtures used in Tenant’s business. Tenant shall contract directly with all service or utility providers and shall pay, when due, all charges for all such services or utilities. Tenant may not perform any work requiring roof penetration without prior written approval by Landlord and all such work may only be done by Landlord’s selected contractor.

6. **Rent and Late Fees.** Rent is due the first day of each month, in advance, for that month. Rent for the first year of the Lease Term shall be Eight Thousand Five Hundred and 00/100 ($8,500.00) Dollars. Rent shall increase at a rate of Three Percent (3%) per year of the Lease Term.

7. **Security Deposit.** Equal to one month’s rent ($8,500.00) for the total space. Payable upon signing lease.

8. **Licensing and Permitting.** Landlord is responsible for all municipal inspections and approvals to all common areas of the Building. For items within Landlord’s control, Landlord will cooperate to assist Tenant in obtaining its licenses, permits, or Certificate of Occupancy. However, Tenant shall be solely responsible for obtaining all licenses or permits which may be required by any governmental agency or authority in order for Tenant to lawfully conduct its business, including any Certificate of Occupancy. Tenant shall hold Landlord harmless and indemnify it for any failure to obtain such licensing and permitting unless such failure is directly attributable to Landlord’s negligence or Landlord’s failure address conditions within the sole control of Landlord or other tenants.

9. **Landlord’s Obligations** See paragraph 4 of Exhibit A.

10. **Responsibilities of Tenant.** In addition to those obligations set forth elsewhere in this Lease, see paragraph 35 of Exhibit A.

11. **Assignment or Sublease.** See paragraph 8 of Exhibit A.
12.  **Litigation Expenses** In the event that Landlord shall, without fault of its own, be made a party to any litigation commenced against Tenant by a third party, Tenant shall protect and hold Landlord harmless from any liability arising therefrom and shall pay all of Landlord's costs, expenses and attorney's fees in connection therewith.

13.  **Remedies Cumulative.** All of the remedies given to Landlord or Tenant by law and/or equity shall be cumulative and concurrent. No recovery of the Property shall deprive Landlord of any of its remedies against Tenant for any past due or future damages or sums. Any action for the recovery of rent or other sums shall not be construed as a waiver of the right to obtain possession or of any other rights.

14.  **Real Estate Brokers, Professional Fees and Costs.** The only broker involved in this transaction is Joe Parane, of Parane Properties and Landlord will address and pay any commission due to said broker as part of a separate agreement. Each party will be solely responsible for its own respective fees and expenses in connection with negotiating, investigating and consummating this Lease including but not limited to fees of legal counsel, accountants and other professional advisors.

15.  **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers have signed below and are authorized to enter into this Lease.

16.  **Breach of Lease Agreement.**

     (a)  The Landlord agrees that any breach of performance of any covenant, representation, warranty, indemnity or condition, including those set forth in the attached appendices, if any, shall constitute default of this Lease Agreement.

     (b)  When a breach of Lease Agreement has occurred, Tenant, in the exercise of its discretion may allow the Landlord a specific period of time to correct its breach of the contract. Such period of time shall not exceed thirty (30) days.

     (c)  If Landlord does not correct its violation of the Lease Agreement as specified,
Tenant may terminate the contract in whole or in part if such partial termination is in the best interest of the County.

17. **Undue Influence.** Landlord agrees not to hire any County personnel who have exercised discretion in the awarding, administering or continuance of this Lease for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this contract.

18. **Conflict of Interest.** Landlord agrees to notify Tenant in writing as soon as Landlord learns that:

(a) A current employee of Tenant has commenced, or is intending to commence employment with the Landlord while continuing to maintain County employment or;

(b) A current employee of Tenant has performed, or is intending to perform, service to Landlord as an independent contractor while continuing to maintain County employment. Written notice required to be given under this section shall specify Tenant’s employee’s name and the nature and commencement date of the County employee’s employment or contract with the Landlord.

19. **Appropriation of Funds.** This contract is contingent upon the proper appropriation of funds by Northampton County Council in accordance with the Northampton County Home Rule Charter and Administrative Code.

20. **Non-appropriation of Funds.** In the event of non-appropriation of funds, at any time during the term of this Lease Agreement, which would prevent Tenant from making payment under the terms and conditions of the contract, Tenant may terminate the Lease Agreement without the assessment of any termination charges or financial penalties against Tenant by providing written notice of intent to terminate to the Landlord.

21. **Executive Discretion.** Pursuant to Administrative Code Section 13.17(c) the County Executive, in the best interest of the County, upon recommendation of the County Solicitor, shall have the authority to cancel this Lease. Notification of the cancellation must be forwarded to County Council immediately upon cancellation. Landlord shall be provided one hundred twenty (120) days notice of Executive’s intention to cancel said Lease.
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound to the terms of this Lease have caused it to be executed the day and year first above written.

ATTEST:

__________________________

ATTEST:

__________________________

RB PARK PLAZA-1, LLC (LANDLORD)

By: _______________________

COUNTY OF NORTHAMPTON (TENANT)

By: _______________________

EXHIBIT A

R.B. PARK PLAZA-I, LLC – STANDARD LEASE TERMS AND CONDITIONS

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used in this Exhibit A shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. DEMISE. Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease.

2. RENT. The Monthly Rental Installments for the Lease of the Leased Premises shall be payable in advance on the first day of each and every month during the term hereof. Tenant must pay a late charge of 5% of the total amount due for each payment that is more than 10 days late. This late charge is due with the monthly rent payment and shall be considered additional rent and
collectable as such. If Landlord shall, at any time(s), accept late rent without late fees, such acceptance shall not be construed as a waiver by Landlord to its right to collect that late fee or any future late fees which may become due. There shall be no accord and satisfaction. In the event that Tenant is more than 10 days late with any rental payment, it shall be deemed a default under this Lease, whether or not the late fee is tendered.

3. RENTAL RATE ADJUSTMENT. For the initial term of the Lease and for any appropriately exercised option terms, the Lease terms shall control. For any future renewal years (after the initial term or other option terms), Landlord shall, at its option, have the right to adjust the Annual Rental Rate and the monthly Rental Installments to the then fair market rental rate for the Leased Premises, upon the termination of an existing term of the Lease. Landlord will give notice of such adjustment to Tenant 90 days prior to the expiration date of the then current Lease Term.

4. LANDLORD'S OBLIGATIONS.

A. Utilities: Utilities are not included in the Monthly Rental Installments. Tenant shall be responsible for the payment of telephone and data services. Gas, electric and water and sewer are not separately metered and will be billed proportionately based upon the square footage of the Leased Premises. However, in the event sub meters are installed, Tenant shall be billed for Tenant’s actual usage. Tenant’s share of the utilities shall be equal to 8.6% Percent of the total utility costs.

B. Maintenance: Unless caused by Tenant's negligence or otherwise covered under Tenant's insurance policy, Landlord shall maintain, repair and replace all exterior walls and other features of the exterior including but not limited to the roof and all mechanical systems, parking areas, grounds, air conditioning, heating, plumbing, wiring and piping.

If there is a failure of any lighting, power, heat, air conditioning or other services to the building, which are caused by incidents or reasons out of Landlord's control included but not limited to items such as labor disorders, accidents, acts of God, or time needed for repair or maintenance, Tenant shall have no right to any abatement of any rent or sums due under this Lease and Landlord shall have no liability to Tenant. In the event that for any reason, other than due to the actions or omissions of Tenant where Tenant is obligated to so act or refrain from action, such failures persist or are not remedied for a period beyond thirty (30) days, then the Tenant may seek all legal remedies for damages and offsets. However, Tenant may not terminate the lease.

C. Insurance: Landlord shall maintain fire and extended coverage insurance on the building in which the Leased Premises are located, in an
amount not less than the full replacement cost of the building.

D. **Taxes:** Landlord shall be responsible for payment of all applicable local, state and federal income taxes which are or may be payable by Landlord.

E. **Tenant Finish Improvements:** Tenant is responsible for all other Improvements above Landlord’s Work as set forth in Paragraph 5.

F. **Access:** Landlord will provide Tenant with access to the Property 365 days per year, 24 hours per day.

G. **Signs:** Landlord will allow Tenant usage of the street pylon sign. Landlord will also provide a blade sign above one of three access doors. Tenant must utilize Landlord's sign contractor.

H. **Management.** Fairfield Management will provide management services for the Landlord at the location.

5. **TENANT'S OBLIGATIONS.** In addition to the said rent to be paid, Tenant also agrees to pay directly during the term of the Lease, commencing on the Commencement Date, the following items of expense as the same become due and payable:

A. **Maintenance and Modifications.**

The following charges for maintaining and operating the Leased Premises in good repair and operating condition:

1) Tenant shall, at its own cost and expense, keep the interior clean, maintaining suitable receptacles for trash and refuse, and removing from the interior and exterior of its Leased Premises all accumulations of trash and refuse. Landlord shall provide a central compactor/dumpster for use by all Tenants and the cost for same shall be billed pro-rated among Tenants based upon usage.

2) Tenant shall service, keep and maintain the interior, including fixtures, doors, interior walls and appurtenances in good condition, repair and working order.

3) Tenant agrees to deliver to Landlord, upon the expiration date or upon earlier termination in accordance with the provisions hereof, physical possession of the Leased Premises in good condition, reasonable wear and tear and damage by fire or other casualty excepted.
4) As to any utilities are not separately metered, Tenant shall be responsible for a pro-rata share of Building utility expense, based upon the ratio of the square footage of the Leased Premises to the leasable square footage of the Building. The utility expense shall be calculated, and the Utility Base Rate shall be adjusted, annually.

5) Tenant shall be responsible for all service costs and installations of all telephone or data services and Landlord shall have no responsibility or liability with respect thereto or the failure of operation of any such services.

6. IMPROVEMENTS. Tenant shall not make any structural changes, alterations, additions or improvements to the Leased Premises without the written consent of Landlord, which shall not be unreasonably withheld. Landlord shall not be responsible for, either in the performance or payment, any improvements to the Leased Premises. With respect to all improvements contracted for by Tenant or to be completed by Tenant to the leased premises, Tenant agrees that it shall be solely responsible for same and that neither Tenant, Contractor, nor any third party shall have any right to claim against Landlord, or the fee owner(s) of the property (if different) for any improvements made to the property or benefits received from the improvements under any legal or equitable theory including but not limited to breach of contract, unjust enrichment, third-party beneficiary or promissory estoppel.

7. USE OF LEASED PREMISES. Tenant shall use the Leased Premises for the purpose set out in the lease and for no other purpose.

8. ASSIGNMENT; SUBLETTING. Tenant shall not, without the prior consent of Landlord, which consent may not be unreasonably withheld in sublease, license or assign its interest under the Lease to any other person or entity

9. INSURANCE.

A. Tenant shall keep and maintain at all times during the Term the following insurance coverage on the Leased Premises: (a) comprehensive general liability insurance coverage on the Leased Premises in the sum of One Million Dollars ($1,000,000) for any single claim and Three Million Dollars ($3,000,000) for annual aggregate claims for bodily injury and death resulting therefrom, (b) insurance coverage in the sum of One Hundred Thousand Dollars ($100,000.00) per occurrence against liability for damage to property, arising out of the maintenance or use of the Leased Premises by the Tenant, and (c) casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Leased Premises by fire and all other casualties usually covered under an "all risk" policy of casualty insurance. The policies described in this Section 9 shall name Tenant as named insured. Tenant shall obtain and maintain at all times appropriate business interruption insurance to cover any situation whereby Tenant is unable to conduct its
business in the Property or any part thereof.

Annually, Tenant shall furnish Landlord with a certificate of such coverage which shall provide that thirty (30) days' advance written notice be given to Landlord in the event of cancellation or material change in the insurance policy. Further, Tenant shall provide Landlord with proof of all required insurance within five (5) business days from written request. Failure to provide such proof shall constitute a default under this Lease.

Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property or the occupancy or use by Tenant of the Property or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees or invitees.

B. Tenant shall not do or permit any act which will increase premiums for any casualty, fire, liability or other insurance maintained by Landlord on the Building or any other property therein or which shall render such insurance void or voidable.

C. Landlord shall, during the term of this Lease, keep in full force and effect fire and extended coverage insurance on the Building in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The Landlord's policies of insurance described in this section shall name Tenant as an additional named insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.

10. DAMAGE TO PROPERTY/INJURY TO PERSON. Within twenty-four (24) hours of Tenant becoming aware of the occurrence, Tenant shall notify Landlord of any damage or injury. Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims to the extent they arise from (i) Tenant's use of the Leased Premises or the conduct of its business, (ii) any activity, work or thing done, permitted or suffered by the Tenant in or about the Leased Premises, (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease, or (iv) any act of negligence of Tenant or his agents or employees. Landlord shall indemnify and hold harmless Tenant against and from any claims or causes arising out of any damage to persons or property resulting from the willful or negligent acts or omissions of Landlord or its employees or agents.

11. ENVIRONMENTAL PROVISIONS. Following due inquiry, Landlord represents that
there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or missions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant has a reasonable belief that hazardous substances may be present in the Leased Premises or Building, Landlord will hire a qualified third party engineer, at its expense, to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations.

12. DEFAULT. Tenant shall be in monetary default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within thirty (30) days of written notice by Landlord to Tenant of non-payment of same. Tenant shall only be entitled to two (2) - thirty (30) day Notices to Cure Monetary default in each year of the lease, thereafter, Landlord is not obligated to provide such notice before a default is deemed to have occurred. Tenant shall otherwise commit an act of nonmonetary default under the terms hereof, and if Tenant shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the non-monetary cure by such time, Tenant shall commence the cure within such 30 day period and diligently pursues the same within a reasonable time period thereafter. In the event of default:

A. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may re-enter the Leased Premises with legal process and relet same, or any part thereof, to third parties for Tenant's account. Tenant shall be liable for all reasonable costs Landlord incurred for reletting the Leased Premises, including without limitation broker's commissions, reasonable expenses associated with repairing and / or remodeling the Leased Premises in order to return the Leased Premises to the same condition as when received by Tenant from Landlord-and similar costs. Reletting can be done for a period shorter or longer than the remaining term of the Lease. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any reletting. Landlord shall make its best efforts to relet the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent (including CAM and other additional rent) due for the remainder of the term.

B. Landlord may terminate the Lease pursuant to the terms of this Section 12. Upon termination, Landlord shall have the right to immediately evict Tenant and the right to collect an amount equal to all expenses, if any, including reasonable
attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant. Tenant's obligations under this paragraph shall also include the total rent (including CAM and other additional rent) due for the remainder of the term.

C. Should any of these remedies or any portion thereof not be permitted by the laws of the Commonwealth of Pennsylvania then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and Landlord may avail itself of these as well as any other remedies or damages allowed by law.

13. RIGHT OF ACCESS. Tenant shall have access to the Leased Premises 24 hours per day, 365 days per year. Landlord and its agents, employees, or authorized representatives shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder, maintain, clean, inspect, repair, improve or show it to prospective tenants, mortgage holders, insurance providers, purchasers or others. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. In case of emergency or the Tenant's absence, the Landlord may enter the Property without the Tenant's consent. In the event that Landlord or its agents or subcontractors shall incidentally access any information which they know or should know is confidential or proprietary to Tenant, Landlord shall, and shall cause its agents and subcontractors, to return such information to Tenant and to hold any such information in complete confidence.

14. END OF TERM. At the termination of this Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant. Tenant shall promptly repair any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term or any Option Term of this Lease, Tenant shall pay rent at the then-current rate for Monthly Rental Installments as set forth in the Lease or, as may be the case, at any higher rental amount based upon a Rental Rate Adjustment on a monthly basis and the Term of this Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term or any Option Term of this Lease, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

15. ATTORNEYS' FEES. Except as set forth in the Confession of Judgment clause, in the event that suit is brought by either party against the other for breach or default under the terms of the Lease, each party shall bear their own attorneys' fees, expenses (including expert witness fees) and court costs.
16. **HEADINGS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof.

17. **ENTIRE AGREEMENT.** The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties.

18. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, caused by the act or neglect of Tenant, its agents, employees or invitees, the Tenant shall pay for uninsured repairs and damages and Tenant's obligations under this Lease shall not terminate or be abated or apportioned in any way. If the damage is not caused by act or neglect of Tenant, the Landlord and Tenant will have the following options:

(i) Landlord will restore the property within a reasonable time, which shall not exceed sixty (60) days following the fire or other casualty. During this period when Landlord is in possession, rent shall be apportioned on a square foot basis such that Tenant shall continue to pay rent for any portion of the property usable by Tenant and shall be exempt from rent during this period for any portion of the property not usable by Tenant. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. There shall be no abatement of rent for a period equal to one (1) day or less.

(ii) If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease in writing.

(iii) If Landlord gives notice that this Lease is terminated under these conditions, Tenant will pay rent up to the date of the casualty: Tenant shall vacate the property within thirty (30) days of Landlord's notice; and Landlord shall then have the right to enter upon the property and take possession.

(iv) A total destruction of the building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

19. **EMINENT DOMAIN.** If the whole of the Leased Premises or so much thereof as to
render the balance unusable by Tenant shall be taken under power of eminent domain, the Lease shall automatically terminate as of the effective date of the taking. In the event of a partial taking of the Leased Premises which does not result in a condition causing Tenant’s space to be unusable for the purposes expressed in the lease, the rent reserved hereunder shall remain unaffected. Landlord may, without any obligation or liability to Tenant, stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of said agreement for stipulation and the Lease shall terminate as of the stipulated date.

20. WAIVER. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved.

21. NOTICES. Any notice required or permitted to be given hereunder may be given by mail and shall be sufficiently given if personally served or sent by registered or certified mail or by special courier, addressed to the relevant party at the addresses specified in the Lease.

22. BINDING EFFECT. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Nothing in this article shall be deemed to amend the provisions herein concerning assignment and subletting.

23. APPLICABLE LAW AND VENUE The laws of the Commonwealth of Pennsylvania shall be employed in and govern the interpretation of all of the covenants, terms and conditions of the Lease and any disputes which may arise in the future between these parties. Venue for all purposes shall rest with the Court of Common Pleas of Northampton County, Pennsylvania.

24. NO PARTNERSHIP RELATIONSHIP. Notwithstanding any agreement herein contained, Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the relationship between the parties is and at all times shall remain that of Landlord and Tenant.

25. QUIET ENJOYMENT. Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.

26. SUBLEASE. In the event the Lease is a sublease to an underlying lease agreement, as described in the Lease, then with respect to the Leased Premises, except for the Term of the Lease and the Rental Rate/Installment, Tenant shall perform all of the obligations of tenant/lessee under the underlying lease agreement.
27. **SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.**

A. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgages, deeds, deeds of trust ground or underlying lease or other security instruments which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Tenant, however, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonably required to carry out the intent of this provision. If Tenant fails to execute such documents within ten (10) days of demand, Landlord hereby named limited agent of Tenant for this sole purpose and is authorized to execute same for and on behalf of Tenant.

B. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as the Landlord under the Lease. Tenant agrees to execute any attornment agreement not in conflict with this provision.

C. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of Rentals or other charges, or in the performance of any of the other terms, covenants or conditions of the Lease, mortgagee or such person shall not disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.

28. **ONGOING REPRESENTATION.** Both as a material condition to this Lease and as a continuing representation and warranty for the duration of this Lease, Landlord represents and warrants that neither it nor any of its owners, officers, directors, employees, agents, subcontractors, etc. have been suspended, excluded, or debarred from any government payer program.

29. **APPROVALS.** Neither this Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant or Landlord or any officer, director, employee or agent thereof, unless and until it has been reviewed and executed(electronically or in writing) by an authorized representative of each party.
30. ADA COMPLIANCE. Landlord represents and warrants to Tenant that as of the date of execution of this Lease, the Building complies with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant and its agents and their respective affiliates, agents, officers and employees from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents.

31. FORCE MAJEURE. Except as otherwise provided herein, with the exception of the obligation of Tenant to pay Rent and all other amounts that may be due from time to time under this Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.

32. RULES AND REGULATIONS. Tenant shall faithfully observe and comply strictly with the following rules and regulations, adopted for the safety, care and cleanliness of the Building or the preservation of good order therein. Landlord shall not be liable to Tenant for a violation of such rules and regulations by another Tenant or for the breach of any covenant or condition in a lease by any other tenant in the Building. Landlord may, from time to time and upon notice to Tenant, adopt additional or substitute rules and regulations of the Building. If Landlord has to incur any costs in responding to Tenant's failure to comply with any Rules and Regulations, Landlord may charge Tenant the costs as additional rent.

A. Conduct. Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

B. Hallways and Stairways. Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.

C. Nuisances. Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon. Tenant shall not use, operate or maintain any machinery or equipment that, in Landlord's reasonable opinion, is harmful to the Property or is disruptive to other tenants.

D. Musical Instruments, Etc. Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood. Tenant shall not install any antennae, signs, aerial wires or other equipment outside the Building without the prior
written approval of Landlord.

E. Locks. 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 existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise produced by Tenant, and in the event of loss of any keys so furnished; Tenant shall pay to Lessor the cost thereof.

F. Obstructing Light, Damage. The doors, window glass, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. With the exception of reasonable decorations, Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

G. Wiring. Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

H. Equipment, Moving, Furniture, Etc. Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law.

I. Requirements of Tenant. The requirements of Tenant will be attended to only upon application at the office of Landlord. Employees shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord. No employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord. With respect to all work contracted for by Tenant at the leased premises, Tenant agrees that it shall be solely responsible for same and that neither Tenant, Contractor, nor any third party shall have any right to claim against Landlord, or the fee owner(s) of the property (if different) for any
improvements made to the property or benefits received from the improvements under any legal or equitable theory including but not limited to breach of contract, unjust enrichment, third-party beneficiary or promissory estoppel.

J. Medical Waste, Hazardous Waste, Grease Disposal and Other Regulated Waste. To the extent applicable, Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.

K. Access to Building. Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.

L. Vehicles, Animals, Refuse. Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal, except for service animal, shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building. As referenced in subparagraph (J), if Tenant has a business which requires any specialized refuse removal, Tenant is responsible for same.

M. Equipment Defects. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

N. Parking. Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

O. Conservation and Security. Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building.

P. Signage. Subject to other provisions of the Lease, including causing damage to walls, Tenant shall be free to decorate by using interior decorative signs which are not visible outside of the Leased Space (such as by signs hanging in windows and on doors visible to the outside). Other than for this purpose, absent Landlord approval, (which shall not be unreasonably withheld), Tenant shall not place any sign upon the Leased Premises or the Building without Landlord's prior written consent. If such object is so placed, Landlord
shall have the right to remove same at Tenant's expense.

Q. Payment for Special Services/Maintenance. Upon receipt of an invoice for same, Tenant shall pay, within 30 days, for any special services or maintenance of the interior building which is performed for Tenant by Landlord but is not uniformly available to all tenants in the building. Said charges by Landlord to Tenant shall be additional rent.

R. Peaceful Surrender. Subject to the terms herein concerning whether Tenant is in monetary default, the Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be disposed of. Tenant shall peaceably deliver and surrender possession of the Property to the Landlord at the expiration of this Lease and promptly deliver to Landlord all keys for the Property.

S. Improvements. Tenant shall not penetrate the roof in any way nor make any alterations, improvements, or additions to the Property without the written consent of Landlord. All improvements or fixtures shall remain upon the Property at the expiration of this Lease and become the property of Landlord unless Landlord shall have given written notice to Tenant to remove same. If such written notice is given and Tenant fails to remove same, Landlord shall have the right to remove same at Tenant's expense. Tenant shall be permitted to remove any special fixtures and machinery pertaining to Tenant's business provided the removal of same does not damage Property.

T. Insurance Protections. Tenant shall not cause an unreasonable or unsafe amount of people, equipment or items to congest the Property. If the property is being occupied by more people, equipment or items than is safe or reasonable pursuant to fire codes, construction codes or other safety ordinances or regulations, Tenant agrees to reduce the number thereof upon written demand of the Landlord. Tenant shall not place any items of weight in the Property which exceed the safe weight carrying capacity of the building. Tenant will not keep anything in the Property which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard. Tenant shall, at all times, be in compliance with all State or Federal laws and regulations or local ordinances including environmental laws and regulations. Tenant shall not do or cause to be done any act or thing objectionable to the insurance companies insuring the building. In the event that such act or thing is done by Tenant, Tenant agrees to pay Landlord, as additional rent, any and all increases of insurance premiums caused in any way by the occupancy of Tenant. Tenant shall hold Landlord harmless and indemnify it from any damages caused by Tenant's lack of compliance with this paragraph.

U. Pest Control. If requested by Landlord in writing, Tenant, at Tenant's expense shall contract with a pest control company for the Leased Premises such that regular treatments and inspections occur no less then quarterly.
V. Janitorial. Tenant shall be responsible to keep the leased space clean. To the extent that Landlord, in its sole and absolute discretion, finds that Tenant is not keeping the leased space and clean, Landlord may, without notice to Tenant, hire a cleaning service to clean Tenant’s leased space and invoice Tenant for the costs of same plus an administrative fee as additional rent.

W. Aesthetic Considerations. Tenant will not, under any circumstances, place any items, furniture, fixtures, other items in the building or visible from any windows without Landlord's prior permission, which permission shall not be unreasonably withheld. Landlord has the right to assure that such items meet Landlord's need to keep the building aesthetically pleasing and thus, Landlord has the right to deny any request unless, in a commercially reasonable estimation and determination, the items sought to be so placed are in accordance with the general facade and decor of the building. Landlord may remove any item that does not comply with this paragraph at Tenant's expense as additional rent from Tenant upon the expiration of 30 days prior written notice to Tenant of a request for Tenant to remove the offending item(s) which request Tenant has not complied with within that 30-day period.

ATTEST:

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COUNTY OF NORTHAMPTON (TENANT)

By: ________________________