

LEASE AGREEMENT

BETWEEN

EXETER TOWNSHIP, Landlord

AND

JMH, INC., Tenant

Reading Country Club Restaurant and Banquet Facilities

July 21, 2015

BASIC LEASE INFORMATION

Lease Date: July __, 2015

Tenant: JMH, Inc.

Tenant's Contact: Jeffrey D. Hettinger
200 North Park Road
Wyomissing, PA 19610
Telephone: (610) 685-3900
email: jhettinger@jmhmanagement.com

With copy to: Stevens & Lee, P.C.
Attn: Steven D. Buck
111 North Sixth Street
Reading, PA 19601
Telephone: (610) 478-2273
email: sdb@stevenslee.com

Landlord: Exeter Township

Landlord's Contact: Attn: Troy Bingaman, Township Manager
4975 DeMoss Road
Reading, PA 19606
Telephone: (610) 779-5660
email: tbingaman@exetertownship.com

With copy to: Siana, Bellwoar & McAndrew
941 Pottstown Pike
Chester Springs, PA 19425
Attn: Stephen V. Siana
Telephone: 610-321-5500
email: ssiana@sianalaw.com

Premises: The Premises include the restaurant, banquet facilities, kitchen, offices, a portion of the locker room, and shared parking area at the Reading Country Club, 5311 Perkiomen Avenue, Exeter Township, Pennsylvania, as shown by the cross-hatched area on the Site Plan attached hereto as Exhibit A.

Initial Term: Seven (7) years and four (4) months, commencing September 1, 2015 (the "Commencement Date") and ending at 5:00 p.m. on January 1, 2023, subject to extension as provided in the Lease.

Monthly Base Rent:	\$334,000 per year, payable in monthly installments of \$27,833.33 each. Monthly Base Rent shall increase by 12% on January 1, 2021, and Monthly Base Rent shall again increase by 12% on January 1, 2026. Monthly Base Rent shall be payable at the address specified in Paragraph 23A.
Percentage Rent Factor:	8% during the Term
Security Deposit under Paragraph 2D:	\$25,000.00

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into as of the ___ day of July, 2015, by and between EXETER TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania ("Landlord"), and JMH, INC., a Pennsylvania corporation ("Tenant").

WITNESSETH:

1. PREMISES AND TERM.

A. In consideration of the mutual obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby takes from Landlord, the "Premises" as shown by the crosshatched area on the Site Plan attached hereto as Exhibit A, together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way pertaining to the Premises, to have and to hold, subject to the terms, covenants and conditions in this Lease.

B. The initial term of this Lease (the "Initial Term") shall be seven (7) years and four (4) months, commencing on the Commencement Date and shall end at 5:00 p.m. on January 1, 2023, subject to extension as provided in this Lease.

C. The Initial Term shall be automatically extended for an additional eight (8) years effective at the end of the Initial Term (the "Extension Term"), unless on the date that is sixty (60) days prior to the end of the Initial Term an Event of Default exists, as evidenced by written notice from Landlord to Tenant that is outstanding and not cured as of such sixtieth (60th) day prior to the end of the Initial Term. If such uncured Event of Default still exists as of the thirtieth (30th) day prior to the end of the Initial Term, the extension of this Lease for the Extended Term shall be null and void and this Lease shall terminate effective as of the end of the Initial Term. The Initial Term and the Extension Term are collectively referred to in this Lease as the "Term".

D. Twelve (12) months prior to the end of the Extension Term, the parties shall meet and negotiate in good faith for an appropriate further extension to the Term of this Lease. Tenant may provide to Landlord a proposal with the terms of such further extension, and Landlord agrees to respond to any proposal made by Tenant within thirty (30) days after Landlord's receipt of the proposal.

E. The "Commencement Date" shall be September 1, 2015. Landlord shall take all actions as may be necessary to allow occupancy and possession of the Premises to be delivered to Tenant at the earliest possible time after execution of this Lease.

F. Notwithstanding the fact that the Term of this Lease and Tenant's obligation to pay rent does not commence until the Commencement Date, this Lease shall nevertheless be binding upon the parties in accordance with its terms when executed by Landlord and Tenant.

2. BASE RENT, EXCESS PERCENTAGE RENT, DEBT SERVICE CHARGES, AND SECURITY DEPOSIT.

A. Tenant agrees to pay to Landlord base rent ("Base Rent") for the Premises, in advance, without prior notice or demand therefor, and without deduction, defense, counterclaim, set off or abatement whatsoever, in the amount of Twenty-Seven Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$27,833.33) per month, during the Term, which Base Rent will be increased in the amount and at the times set forth in the Basic Lease Information. Each monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month, except that all payments due hereunder for any fractional calendar month shall be prorated. Base Rent and other payments due hereunder shall be payable at the address specified in Paragraph 23.

B. In addition to the Base Rent specified above, Tenant shall pay as "Excess Percentage Rent" the amount by which the product of the "Percentage Rent Factor" (eight percent (8%)) during the Term, multiplied by Gross Sales (as defined below) during each calendar year exceeds the Base Rent payable during such calendar year; provided that, for purposes of calculating Excess Percentage Rent, Base Rent shall be reduced by the fee payable by Landlord to Tenant for the corresponding period under the Beverage Management Services Agreement (as described in Paragraph 13C below). Excess Percentage Rent shall be computed at the end of each calendar year and, on or before the last day of January of each year, Tenant shall pay to Landlord, without setoff, deduction, prior notice or demand, the amount by which the sum so computed as a percentage of Gross Sales of Tenant during such period exceeds the installments of Base Rent payable during such period. Tenant's obligation to pay Excess Percentage Rent that accrued during the Term, and Tenant's obligations attendant thereto, shall survive the expiration or earlier termination of this Lease.

(1) Tenant agrees to furnish or cause to be furnished to Landlord, by January 31 of each year, an annual statement of Gross Sales, including a monthly breakdown of Gross Sales, along with the payment of Excess Percentage Rent each year. Such statement shall show the Gross Sales of all food, beverages and catering services by Tenant (or by ViVA [as defined in Paragraph 13D below] or any other subtenant or sublicensee of Tenant) at the Premises (including restaurant and on-premises catering sales) with all adjustments allowed under this Lease. Tenant shall keep (a) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied, and (b) records of any exclusions or deductions from Gross Sales. Such books and records shall be kept for a period of seven (7) years after the close of each calendar year and shall be available for inspection and audit by Landlord and its representatives upon reasonable notice to Tenant during regular business hours. Landlord shall, upon written notice given to Tenant within one hundred eighty (180) days after the end of any calendar year, be entitled to an audit of such Gross Sales (including the Gross Sales of any subtenant, licensee or concessionaire) for the two (2) full calendar years immediately preceding Landlord's notice. Such audit shall be conducted by either Landlord or a certified public accountant to be designated by Landlord during normal business hours at the Premises; provided that in no event shall Landlord engage an accountant to audit Tenant's books and records on a percentage or contingency basis. If it shall be finally determined as a result of such audit (which audit shall be subject to review by Tenant and its accountants) that there has

been a deficiency in the payment of Excess Percentage Rent, then such deficiency shall become immediately due and payable. In addition, if Tenant understates Gross Sales by more than five percent (5%) and if Landlord is entitled to any additional Excess Percentage Rent as a result of such understatement, then Tenant shall pay to Landlord all reasonable out-of-pocket costs and expenses incurred by Landlord in conducting such audit and collecting such underpayment, if any. Any information obtained by Landlord at any time with respect to Tenant's operations or Gross Sales, whether by audit or by Tenant's reports of Gross Sales, shall be treated as confidential and shall not be disclosed to any person or entity at any time.

(2) The term "Gross Sales" shall mean the gross selling price of all food, beverage or services performed or sold by Tenant (or by ViVA [as defined in Paragraph 13D below] or any other subtenant or sublicensee of Tenant) at the Premises, including all restaurant, banquet and catering services provided at the Premises, whether for cash or on credit, provided that Gross Sales shall be adjusted by excluding the following: (a) the selling price of all goods rejected or returned by customers and accepted for full or partial credit or the amount of discounts and allowances made thereon to the extent previously reported as Gross Sales; (b) sums and credits received in the settlement of claims for defective or unacceptable goods or services, to the extent previously reported as Gross Sales; (c) sales taxes, excise taxes, gross receipts taxes, admission taxes, entertainment taxes, and other taxes now or hereafter imposed upon the sale of goods or services, but only if collected separately from the selling price of goods or services and collected from customers and paid to the taxing authority; (d) deposit receipts, refunds and credits; (e) finance charges and credit card charges paid to outside credit card companies; (f) bad debts which are actually written off for Federal income tax purposes; (g) donations of goods or services at discount (provided no profit is derived from such discount sales) to non-profit charitable and religious organizations; and (h) any amounts paid to Tenant under the Beverage Management Services Agreement described in Paragraph 13C below.

C. In addition to Base Rent and Excess Percentage Rent, Tenant agrees to pay to Landlord the increase in debt service costs, along with professional and administrative costs, incurred by Landlord in connection with a planned refinancing of certain of Landlord's debt obligations entered into at or about the time that Landlord acquired the Reading Country Club property (the "RCC Debt Refinance"). The increase in the annual debt service (inclusive of professional and administrative costs resulting from the RCC Debt Refinance) from the RCC Debt Refinance is estimated to be Fifteen Thousand Two Hundred Dollars (\$15,200) (the "Annual Debt Service Increase"), or (\$1,266.67) per month, based on a thirty (30) year amortization schedule (the "Annual Debt Service Increase"). Landlord shall provide Tenant with written notice (including appropriate supporting documentation) of the Annual Debt Service Increase resulting from the RCC Debt Refinance, and Tenant shall pay Landlord such amount (the "Debt Service Rent"), without demand, deduction or set off, in equal monthly installments along with the payments of Base Rent due under this Lease.

D. In addition, Tenant agrees to deposit with Landlord on the date hereof the sum of Twenty-Five Thousand Dollars (\$25,000.00), which shall be held by Landlord as security for the performance of Tenant's obligations under this Lease (the "Security Deposit"), it being expressly understood and agreed that this Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of an Event

of Default (hereinafter defined), Landlord may use all or part of the Security Deposit to pay past due rent or other payments due Landlord under this Lease, and the cost of any other damage, injury, expense or liability caused by such Event of Default without prejudice to any other remedy provided herein or provided by law. On demand, Tenant shall pay Landlord the amount that will restore the Security Deposit to its original amount. The Security Deposit shall be deemed the property of Landlord, but any remaining balance of such Security Deposit shall be returned by Landlord to Tenant within thirty (30) days after Tenant's obligations under this Lease have been fulfilled.

E. In addition to Base Rent and Tenant's other obligations hereunder, Tenant agrees to pay the following costs and expenses with respect to the Premises (collectively, the "Reimbursable Expenses"): (i) Taxes (hereinafter defined) payable by Landlord pursuant to Paragraph 4A below, (ii) utilities payable pursuant to Paragraph 9 below, (iii) the cost of maintaining insurance pursuant to Paragraph 10A below, including the payment of applicable deductibles, and (iv) Maintenance Charges (hereinafter defined) payable by Tenant in accordance with Paragraph 3 below. To the extent those Reimbursable Expenses that consist of Taxes, Utilities or insurance are not paid directly by Tenant to the applicable taxing authority or service provider, then during each month of the Term of this Lease, on the same day that Base Rent is due hereunder, Tenant shall escrow with Landlord an amount equal to 1/12th of such Reimbursable Expenses, as reasonably estimated by Landlord and Tenant. Tenant authorizes Landlord to use the funds deposited with Landlord under this Paragraph 2E to pay such Reimbursable Expenses. By February 28 of each calendar year (or as soon thereafter as may be practicable) during the Term hereof, Landlord and Tenant shall determine the actual Reimbursable Expenses for the preceding calendar year. If Tenant's total escrow payments are less than the total of such Reimbursable Expenses for the preceding calendar year, Tenant shall pay the difference to Landlord within ten (10) days after demand. If the total escrow payments of Tenant are more than the total of such Reimbursable Expenses, Landlord shall retain such excess and credit it against Tenant's next annual escrow payments, except that if the Lease Term has ended, Landlord shall refund any such excess to Tenant within thirty (30) days after the Lease expiration date.

F. Upon execution of this Lease, Tenant shall pay to Landlord the sum of Thirty-Five Thousand Dollars (\$35,000.00), such sum to be utilized by Landlord to defray professional fees incurred by Landlord in connection with developing and negotiating this Lease. Tenant shall not be responsible for reimbursing Landlord for any other fees or costs incurred by Landlord in connection with this Lease and the Premises, except as expressly set forth in this Lease.

3. COMMON AREAS; MAINTENANCE CHARGES.

A. As used in this Lease, "Common Areas" shall mean all areas within the Reading Country Club property which are available for the common use of the public and which are not leased or held for the exclusive use of Tenant or other parties, including, but not limited to, the public parking areas, driveways, sidewalks, access roads, landscaping and planted areas, it being expressly understood and agreed that the golf course and areas leased to the golf course management company are not Common Areas.

B. Tenant shall have the nonexclusive right (in common with all others, including the public, to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended.

C. Landlord shall maintain the Common Areas in good order, condition and repair, including landscaping, lawncare, and snow and ice removal, and in a manner consistent with the proper operation of a public golf course and restaurant/banquet facility.

D. Tenant shall be responsible for the following (collectively, the "Maintenance Charges"):

(1) The cost of repair and maintenance of (i) the exterior of the Premises building (including painting), other than those structural repairs and replacements for which Landlord is responsible pursuant to Paragraph 5; (ii) all mechanical, electrical, plumbing, sewer, sprinkler and other life safety equipment and systems forming a part of the Premises (other than the cost of repair or replacement of capital items which are Landlord's responsibility under Paragraph 5).

(2) The cost of all operating expenses, licensing and business privilege fees, employee costs, and all other costs and expenses incurred by Tenant in connection with Tenant's business operations.

4. TAXES.

A. Tenant agrees to pay all ordinary real estate taxes, assessments and governmental charges (collectively referred to herein as "Taxes") that accrue against the Premises. Landlord and Tenant acknowledge that the Premises are currently not taxable for ad valorem real estate tax purposes. Landlord covenants and agrees that it will take no affirmative action to cause the Premises to become subject to ad valorem real estate taxes. The term "Taxes" shall also include any "use and occupancy" or similar tax imposed on or with respect to this Lease or the Premises based on the use and occupancy thereof; provided that at no time will Landlord take any action to impose any new or additional use and occupancy, amusement, recreation, or similar tax that is not in effect as of the date of this Lease with respect to operations at the Premises.

B. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises.

C. Landlord agrees that Tenant shall have the right to appeal or contest any real estate tax assessments of the Premises, at Tenant's cost, upon written notice to Landlord. Tenant shall keep Landlord reasonably informed as to the status of any such appeal or contest.

5. LANDLORD'S REPAIRS. Landlord, at its own cost and expense (but subject to Tenant's obligations under Paragraph 7B with respect to Tenant Required Improvements), shall be responsible for major repairs to and replacement of the roof, the foundation, load-bearing interior walls, and the exterior walls of the Premises, and to the building and mechanical systems serving the Premises (major repairs for purposes of this Paragraph 5 mean individual repairs costing in excess of Fifteen Thousand Dollars (\$15,000.00)), unless such repairs are necessitated

by or relate to any Tenant Required Improvements or other improvements made by or for the benefit of Tenant. Tenant shall give Landlord written notice of the need for repairs under this Paragraph 5, after which Landlord shall have reasonable opportunity to inspect the need for said repair. Landlord shall have the sole and absolute (but reasonable) discretion as to whether a repair is needed. Any dispute between the parties relating to the need for a repair shall be submitted to an arbitrator in accordance with Paragraph 27 of this Lease.

6. TENANT'S REPAIRS AND MAINTENANCE.

A. Except as provided in Paragraph 5 (Landlord's Repairs), Paragraph 11 (Fire and Casualty Damage) and Paragraph 16 (Condemnation), and except for express obligations under this Lease and for normal wear and tear, Tenant, at its own cost and expense, shall (i) maintain all parts of the Premises (including the mechanical, electrical, plumbing, sewer, sprinkler and other life safety equipment, fixtures and systems forming a part of the Premises), in good, neat, clean, sanitary and operable condition and (ii) promptly make all necessary repairs and replacements to the Premises required to be made by Tenant under this Lease in a good and workmanlike manner. In addition to the foregoing, Tenant shall, at its sole expense (subject to Paragraph 11D), repair any damage to the Premises or the Building caused by acts or omissions of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder.

7. ALTERATIONS.

A. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's consent for repainting, recarpeting, or other alterations totaling less than \$25,000.00 in any single instance or series of related alterations performed within a six-month period, provided that such alterations do not affect the configuration or location of any exterior or interior walls of the Premises or the electrical, plumbing, or other mechanical systems serving the Premises. Additionally, Tenant, at its own cost and expense, may erect or install such shelves, cabinets, equipment, and trade fixtures as it desires provided that: (i) such items do not alter the basic character of the Premises; (ii) such items do not overload or damage the Premises; (iii) such items may be removed without injury to the Premises; and (iv) the construction, erection or installation thereof complies with all applicable governmental laws, ordinances, regulations. All alterations, additions, improvements made or installed by Tenant shall be and remain the property of Landlord during the Term of this Lease. All shelves, cabinets, equipment, and trade fixtures installed by Tenant shall become part of the Premises and the property of Landlord; provided, however, that Tenant shall, upon Landlord's election, be responsible for removing any such alterations, additions or improvements, or restoring any cosmetic alterations or any carpeting or floor coverings at the Premises at the expiration or termination of this Lease. All alterations, installations, removals and restoration shall comply with all laws, statutes, ordinances, orders, rules regulations, directives and requirements of, and the provisions of all licenses, permits (special or otherwise), approvals and certificates issued by, all federal, state, county and city governments, departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force (including, without limitation, the

Americans With Disabilities Act (“ADA”)) (collectively “Governmental Requirements”), and shall be performed in a good and workmanlike manner so as not to damage or alter the primary structure or structural qualities of the Premises. Notwithstanding anything to the contrary contained herein, it is agreed that the use of and access to the roof of the Building is expressly reserved to Landlord and is expressly denied to Tenant. Tenant shall not penetrate the roof of the Building in any manner, nor install or construct any alterations, additions or improvements thereon, nor otherwise use or occupy the roof at any time during the Term hereof, unless given prior written approval from Landlord.

B. It is expressly understood and agreed that all personalty that is on the Premises on the Commencement Date shall be considered personal property of the Landlord. Tenant shall have the ability to utilize such personal property in accordance with the terms and conditions of this Lease. Any items of personal property which Tenant uses to replace any existing personal property shall become Landlord’s property and must remain on the Premises following expiration of this Lease. It is expressly understood and agreed that Tenant intends to replace some personal property that is on the Premises on the Commencement Date with new personal property, including kitchenware, supplies, and related items incidental to the operation of a restaurant and banquet facility at the Premises. Prior to or promptly following the Commencement Date, Landlord shall advise Tenant of any personal property at the Premises not being used by Tenant that Landlord intends to keep, and Landlord shall be responsible for either removing from the Premises any such personal property or making satisfactory arrangements with Tenant to retain at the Premises any such personal property of Landlord. Tenant shall take reasonable steps to safeguard any personal property of Landlord retained at the Premises, in a manner consistent with Tenant’s efforts to safeguard its own property. Tenant agrees to consider any request by Landlord to retain at the Premises historical photographs or other artifacts that may be suitable for continued display at the Premises. All other personal property of Landlord at the Premises that Tenant does not intend to use shall be disposed of by Landlord within thirty (30) days after the Commencement Date. To the extent unopened liquor in stock at the Premises can be used by Tenant in the operation of its business after the Commencement Date in accordance with the Beverage Management Services Agreement described in Paragraph 13C below, Tenant shall purchase from Landlord such unopened liquor at Landlord’s cost.

C. Tenant shall, by December 31, 2015, complete the capital improvements described on Exhibit B attached to this Lease that are designated “to be completed by December 31, 2015” (the “Tenant Required Improvements”). Before making the Tenant Required Improvements that are set forth under the heading “Building” on Exhibit B, Tenant shall submit to Landlord for its reasonable approval plans and specifications for such Tenant Required Improvements, which plans and specifications shall (1) specify in detail the proposed design, location, and size of such Tenant Required Improvements, and (2) be sufficiently detailed to allow for the making and installation of the Tenant Required Improvements in a good and workmanlike manner and in accordance with all Governmental Requirements. Tenant shall make and install all of the Tenant Required Improvements in accordance with sound construction practices. Tenant may use any contractor that Tenant may select for the making of the Tenant Required Improvements. Tenant shall be responsible for the repair of any damage to any portion of the Premises caused by Tenant’s making and installation of the Tenant Required

Improvements. Tenant shall manage and coordinate the making of the Tenant Required Improvements so that construction activities do not interfere with or adversely impact in any material way the events scheduled at the Premises.

D. Landlord and Tenant acknowledge that the amounts set forth on Exhibit B are estimates only, and that actual costs for each improvement may vary. Tenant acknowledges and agrees that, notwithstanding that a particular line item or items may cost less than an estimate set forth on Exhibit B, Tenant is obligated to spend the minimum amount of One Million Dollars (\$1,000,000) for improvements at the Premises by December 31, 2015. Tenant shall provide Landlord with reasonable documentation evidencing the amounts spent on making improvements at the Premises as described on and required under this Paragraph 7 and Exhibit B.

E. Prior to having its contractors begin making any Tenant Required Improvements that involve building or structural improvements, Tenant shall provide to Landlord a letter of credit, cash escrow, or other similar security in the amount of Six Hundred Five Thousand Dollars (\$605,000) (the "Improvements Security"). The Improvements Security shall be held by Landlord as security for Tenant's completion of the Tenant Required Improvements that involve building or structural improvements, as designated on Exhibit B. Landlord shall release the Improvements Security to Tenant upon substantial completion of the building-related Tenant Required Improvements, as reasonably determined by Landlord's engineer, and upon Tenant providing written verification to Landlord that Tenant has satisfied all payments in connection with the Tenant Required Improvements.

F. Prior to having its contractors begin the Tenant Required Improvements that involve building or structural improvements, Tenant shall also, at its sole cost and expense, obtain a survey and have as-built drawings prepared in order to determine and verify the locations and dimensions of existing improvements at the Premises.

G. Any contractors employed by Tenant to construct any alterations, additions, improvements or restoration of the Premises shall first be approved by Landlord in writing and shall carry contractor's liability insurance which names Landlord as an additional insured and loss payee, as applicable, covering bodily injury in such amounts as may be customary and appropriate for the Alteration undertaken, as reasonably determined by Landlord. Landlord's approval shall not be construed as an endorsement of the contractor selected or as a guarantee of the contractor's performance. Tenant shall provide proof of such insurance acceptable to Landlord prior to commencement of any work on the Premises.

8. SIGNS. Tenant shall be allowed to install and erect appropriate signage at the Premises as well as at the main roadway entrance to the Premises. Any such signage shall be subject to Landlord's prior written approval (not to be unreasonably withheld or delayed).

9. UTILITIES. Tenant shall timely pay for all water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or at the Premises, together with any taxes, penalties, deposits, surcharges or the like pertaining to the Tenant's use of the Premises. Tenant shall pay all security deposits required by utility companies for any services separately metered to the Premises. Landlord shall not be liable for any interruption or failure of

utility service on the Premises, unless such failure is caused by Landlord's negligence or willful misconduct.

10. INSURANCE.

A. TENANT.

(1) Tenant shall obtain, pay for and maintain the following insurance on or in connection with the Premises:

(a) Insurance covering the building and all improvements of which the Premises are a part in an amount not less than the "replacement cost" thereof insuring against the perils and costs of Fire, Lightning, Extended Coverage, Vandalism and Malicious Mischief and such other insurance as the parties shall deem reasonably necessary.

(b) Insurance against all risk of physical loss or damage to the leasehold improvements (including, but not limited to, all tenant improvements and alterations) (collectively, "Improvements") and the fixtures, machinery, equipment and other property on the Premises (collectively, "Equipment") as provided under "Special Causes of Loss" form coverage in amounts not less than the actual replacement cost of the Improvements and Equipment. Such policy and endorsements shall contain deductibles not more than \$25,000 per occurrence.

(c) Commercial General Liability Insurance ("CGL") against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Premises. The CGL for injuries to persons and for damage to property at all times shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate, for injuries to non-employees and property damage, on a claims occurrence basis.

(d) Workers' compensation insurance in the amount required by applicable law and employers' liability insurance covering all persons employed by Tenant in connection with the Premises.

(e) Business Income/Extra Expense Insurance at limits sufficient to cover 100% of the period of indemnity not less than twelve (12) months from time of loss.

(f) During any period in which substantial Improvements at the Premises are being undertaken, builder's risk insurance covering the total completed value, including all hard and soft costs (which shall include business interruption coverage) with respect to the Improvements being constructed, altered or repaired (on a completed value, non-reporting basis), replacement cost of work performed and equipment, supplies and materials furnished in connection with such construction, alteration or repair of Improvements or equipment.

(2) The insurance required by Paragraph 10A(1) shall be in form and content reasonably acceptable to Landlord and written by companies having an AM Best's rating of A:VII or above and are authorized to write insurance policies by the Pennsylvania Department of Insurance. The insurance required by Paragraph 10A(1) shall be primary and non-contributing with, and not in excess of any other insurance available to Landlord.

(3) Each insurance policy shall name Landlord as an additional insured and loss payee with respect to all property coverages. If commercially available, each policy required by any provision of Paragraph 10A(1) shall provide that it may not be cancelled, substantially modified or allowed to lapse on any renewal date except after at least ten (10) days' prior written notice to Landlord.

(4) Tenant shall pay as they become due all premiums for the insurance required by Paragraph 10A, shall renew or replace each policy and deliver to Landlord evidence of the payment of the full premium therefor or installment then due prior to the expiration date of such policy, and shall promptly deliver to Landlord certificates of insurance evidencing such coverages. All certificates of insurance (including liability coverage) provided to Landlord and Lender shall be on ACORD Form 28 (or its equivalent). Each certificate of insurance shall name Landlord as the certificate holder.

(5) Anything in Paragraph 10A(1) to the contrary notwithstanding, any insurance which Tenant is required to obtain pursuant to Paragraph 10A(1) may be carried under a "blanket" policy or policies covering other properties of Tenant or under an "umbrella" policy or policies covering other liabilities of Tenant, as applicable; provided that, such blanket or umbrella policy or policies otherwise comply with the provisions of this Paragraph 10A, and upon request, Tenant shall provide to Landlord a Statement of Values with respect to such policy.

(6) Each policy (other than workers' compensation coverage) shall contain an effective waiver by the carrier against all claims for payment of insurance premiums against Landlord and shall contain a full waiver of subrogation against the Landlord.

(7) The proceeds of any insurance required under Paragraph 10A shall be paid to Landlord and Tenant as their interests appear in the insured property.

11. FIRE AND CASUALTY DAMAGE.

A. If the Premises should be damaged or destroyed by fire or other peril, Tenant immediately shall give written notice to Landlord. If the Premises should be totally destroyed or so damaged thereby that, in Tenant's reasonable estimation, rebuilding or repairs cannot be completed within two hundred ten (210) days after receipt of all insurance proceeds with respect to such damage, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

B. If the Premises should be damaged by any peril which would be covered by the insurance which Tenant is required to maintain under Paragraph 10A above, and this Lease is not terminated pursuant to Paragraph 11A above, Landlord shall restore the Premises to substantially its previous condition. Effective upon the date of the occurrence of such damage and ending upon substantial completion of Landlord's restoration of the Premises, if the Premises are untenable in whole or part during such period, the rent shall be reduced to such extent as may be fair and reasonable under all of the circumstances. If such repairs and rebuilding have not been substantially completed within one hundred eighty (180) days after the date of Landlord's receipt of all insurance proceeds (subject to Force Majeure Delays

[hereinafter defined] and any delays caused by Tenant or its employees, agents or contractors), Tenant, as Tenant's exclusive remedy, may terminate this Lease by delivering written notice of termination to Landlord at any time prior to such substantial completion, in which event the rights and obligations hereunder shall cease and terminate (except as expressly provided to the contrary herein).

C. Notwithstanding anything herein to the contrary, in no event shall Landlord be required to expend a sum greater than the net insurance proceeds actually received by Landlord with respect to the damage in question in connection with Landlord's repair and restoration obligations hereunder.

D. Landlord and Tenant hereby waive and release each other (but only to the extent of the insurance coverage required to be maintained by the respective parties hereunder) of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any liability, loss or damage that may occur to the Premises or personal property (building contents) within the Premises as the result of any fire or other casualty required to be insured against under this Lease. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company, which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this subparagraph and to have the insurance policies properly endorsed to reflect such waivers.

12. LIABILITY AND INDEMNIFICATION. EXCEPT FOR ANY CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT LANDLORD HAS RELEASED, TENANT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND LANDLORD (WITH LEGAL COUNSEL SELECTED BY TENANT AND REASONABLY APPROVED BY LANDLORD), ITS AGENTS, EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS AND ANY AFFILIATES OF THE ABOVEMENTIONED PARTIES (COLLECTIVELY THE "LANDLORD AFFILIATES") FROM AND AGAINST ANY AND ALL OBLIGATIONS, SUITS, LOSSES, JUDGMENTS, ACTIONS, DAMAGES, CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, REASONABLE ATTORNEYS' FEES, AND EXPENSES INCURRED IN CONNECTION THEREWITH) IN CONNECTION WITH ANY LOSS, INJURY OR DAMAGE (i) TO ANY PERSON OR PROPERTY WHATSOEVER OCCURRING IN, ON OR ABOUT THE PREMISES OR ANY PART THEREOF, WHEN SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLIGENCE, FAULT OF, OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY TENANT, ITS AGENTS, SERVANTS, EMPLOYEES, OR INVITEES, OR (ii) TO ANY PERSON OR PROPERTY ARISING FROM TENANT'S FAILURE TO COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS, INCLUDING GOVERNMENTAL REQUIREMENTS REGARDING THE PLCB LICENSE, UNLESS IN ANY SUCH EVENT UNDER CLAUSE (i) OR (ii) ABOVE THE INDEMNIFIED LOSS IS CAUSED WHOLLY OR IN PART BY LANDLORD'S NEGLIGENCE OR INTENTIONAL ACTS, IN WHICH EVENT THIS INDEMNITY SHALL NOT APPLY TO THE ALLOCABLE SHARE OF SUCH LOSS RESULTING FROM LANDLORD'S NEGLIGENCE OR INTENTIONAL ACTS. EXCEPT FOR ANY CLAIMS, RIGHTS OF

RECOVERY AND CAUSES OF ACTION THAT TENANT HAS RELEASED, LANDLORD SHALL INDEMNIFY, PROTECT, HOLD TENANT, ITS AGENTS, EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS AND ANY AFFILIATES OF THE ABOVEMENTIONED PARTIES (COLLECTIVELY THE "TENANT AFFILIATES") HARMLESS AND DEFEND TENANT AGAINST ANY AND ALL OBLIGATIONS, SUITS, LOSSES, JUDGMENTS, ACTIONS, DAMAGES, CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, REASONABLE ATTORNEYS' FEES, AND EXPENSES INCURRED IN CONNECTION THEREWITH) IN CONNECTION WITH ANY LOSS, INJURY OR DAMAGE TO ANY PERSON OR PROPERTY IN, ON OR ABOUT THE PREMISES OR ANY PART THEREOF, WHEN SUCH LOSS, INJURY OR DAMAGE SHALL BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS AGENTS, SERVANTS AND EMPLOYEES (UNLESS THE INDEMNIFIED LOSS IS CAUSED WHOLLY OR IN PART BY TENANT'S NEGLIGENCE OR INTENTIONAL ACTS, IN WHICH EVENT THIS INDEMNITY SHALL NOT APPLY TO THE ALLOCABLE SHARE OF SUCH LOSS RESULTING FROM TENANT'S NEGLIGENCE OR INTENTIONAL ACTS). IF ANY CLAIM IS MADE AGAINST LANDLORD OR LANDLORD AFFILIATES OR TENANT OR TENANT AFFILIATES, WHICH IS SUBJECT TO INDEMNIFICATION PROTECTION HEREUNDER, THE INDEMNIFYING PARTY, AT ITS SOLE COST AND EXPENSE, SHALL DEFEND ANY SUCH CLAIM, SUIT OR PROCEEDING BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE INDEMNITEE. THE PROVISIONS OF THIS PARAGRAPH 12 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

13. USE.

A. The Premises shall be used only for the purpose of managing and operating a restaurant and banquet facility, and for such other lawful purposes as may be incidental thereto, subject to Governmental Requirements (the "Permitted Use"). Landlord agrees it will not cause or, to the extent within Landlord's reasonable control, permit, any Governmental Requirements to be changed, or any matter to be filed of record subsequent to the date hereof, which in either event would interfere with the Permitted Use, or otherwise materially change Tenant's obligations hereunder.

B. In addition to Tenant's operations under this Lease, A&M Golf Management Services, Inc. ("A&M") manages and operates, on behalf of Landlord, the golf facility at the Reading Country Club ("RCC"). Tenant and all assignees and/or successors shall cooperate and coordinate with A&M, and Landlord shall ensure that A&M cooperates and coordinates with the same, in the respective operations of each of Tenant, or any assignee or successor, and A&M and the booking of events at the Premises and RCC. Tenant, or any assignee or successor, shall use its commercially reasonable best efforts to consult with A&M to ensure that Tenant's, or any assignee's or successor's, services accommodate RCC's golf patrons and enhance the golfing experience at RCC. Tenant and all assignees and/or successors and A&M

shall further cooperate and coordinate in their respective efforts to ensure that their operations do not adversely affect or interfere with the normal business operations of the other.

C. Landlord holds a Pennsylvania Liquor Control Board License for the Premises (the "PLCB License"). Landlord and Tenant shall, contemporaneously with the execution of this Lease, enter into a Beverage Management Services Agreement under which Landlord will engage Tenant to manage and operate the beverage functions at RCC, and Tenant will designate and appoint a representative, subject to Landlord's approval (not to be unreasonably withheld or conditioned), who shall be named as the Manager of Landlord's PLCB license. Tenant and the appointed Manager shall be responsible for all liquor sales at RCC, including those at the restaurant and all special events/banquets/weddings at the Premises or the golf course (including the golf beer cart). Tenant agrees to operate the golf beer cart to sell beer regularly on the course (as reasonably determined by Tenant and A&M) and at all golf outings/events. Tenant also agrees to operate the snack stand that serves the golf course patrons through the end of 2015. After 2015, Tenant will coordinate with A&M to best determine how Tenant can assist A&M in A&M's efforts to staff and operate the snack stand to serve golf patrons at RCC, which assistance shall include, at A&M's request, providing support in sourcing and procuring supplies.

D. Landlord acknowledges that a wholly-controlled affiliate of Tenant, ViVA Good Life-Wyomissing, Inc. ("ViVA"), will be engaged by Tenant to operate the ViVA Castle Pub as a public restaurant at the Premises (the "ViVA Pub"), through a license, sublease or similar arrangement. Tenant shall cause ViVA to comply with all terms and conditions of this Lease applicable to ViVA's operations at the Premises, and Tenant shall be responsible for any failure of ViVA to comply with all such terms and conditions. If Tenant and ViVA enter into any license or similar agreement to govern ViVA's operations at the Premises, Tenant will provide a copy of such agreement to Landlord for review prior to execution and, if requested by Landlord, Tenant will assign its rights and interests under such agreement to Landlord as security for performance of Tenant's obligations under this Lease.

E. Landlord acknowledges that Tenant intends to cease operations at the current restaurant at the Premises in early September 2015, at which time Tenant will perform the Tenant Required Improvements and otherwise make the necessary renovations to enable ViVA to open and operate the ViVA Pub as soon as possible after such date (with an estimated opening date for the ViVA Pub of late November 2015).

F. Within three (3) business days following the execution of this Lease, Landlord shall deliver to Tenant copies of each RCC Banquet Contract (the "RCC Banquet Contracts"). Effective as of the execution of this Lease, Tenant assumes all such RCC Banquet Contracts and agrees to honor and perform the banquet services required under the RCC Banquet Contracts in accordance with the terms of each RCC Banquet Contract. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, each RCC Banquet Contract (i) was entered into on an arms-length basis on commercially reasonable terms, and (ii) is in full force and effect without default or failure to perform by any party to a RCC Banquet Contract. Landlord shall ensure that all deposits and other amounts paid to date under the RCC Banquet Contracts

are paid or otherwise made available to Tenant under the applicable RCC Banquet Contract being assumed by Tenant under this Lease.

G. Upon execution of this Lease, Tenant may begin advertising and marketing its banquet/catering/wedding services to be provided at the Premises. Landlord shall fully cooperate with Tenant in such advertising and marketing efforts, and Landlord shall cooperate and assist Tenant in effectively transitioning 100% of the banquet/catering business at the Premises to Tenant effective September 1, 2015.

H. Tenant shall cooperate with Landlord with respect to coordinating discounted events at the Premises including, but not limited to, an "End of Year Festival" and other similar events. Tenant shall provide a twenty-five percent (25%) discount to a mutually agreed upon list of public, non-profit or charitable groups sponsoring events to be held at RCC and the Premises. Tenant acknowledges that the list of groups entitled to such discount will include, without limitation, Township departments, the Exeter Township School District Education Foundation, and the Center for Excellence in Local Government. Landlord acknowledges that extensive use of the discount provided under this Paragraph 13G will be unduly burdensome on Tenant and its operations, and Tenant reserves the right to reasonably limit the number of discounted events at the Premises.

I. Tenant hereby covenants that it will honor all bookings, contracts, gift cards and deposits, including but not limited to, menu selections (to the extent reasonably consistent with Tenant's menu for banquet services at the Premises) and pricing, for all wedding, banquet and special events entered into between guests and the previous operator of the Reading Country Club prior to the effective date of this Lease ("Prior Commitments"). A complete and correct list of all Prior Commitments will be delivered to Tenant within three (3) business days following the execution of this Lease. Furthermore, Tenant covenants and agrees that, upon termination of this Lease, it will surrender and deliver to Landlord all contracts and communications related to any then-existing bookings (between guests and Tenant) for all weddings, banquets and special events on the Premises including any deposits related thereto as well as any outstanding gift cards information and monies equivalent to payments made in connection therewith.

J. Tenant shall at all times use and operate the Premises, and manage and operate the restaurant, catering and banquet businesses at the Premises, in a manner designed to promote and enhance the reputation and success of the RCC and in a manner consistent with Tenant's other banquet and catering operations. In furtherance of the foregoing, Tenant shall include "Reading Country Club" in the name used to refer to the business operated from the Premises. Tenant shall also incorporate the use of the name "Reading Country Club" into its advertising and promotional efforts. Tenant acknowledges that the name "Reading Country Club" and any derivative thereof, including, but not limited to "R.C.C." is a valuable asset that belongs exclusively to Landlord. During the term of this Lease, Tenant shall have the nonexclusive right to use the name "Reading Country Club" in advertisements promoting the RCC. All such usage shall be subject to the approval of Landlord. Landlord has the sole discretion relating to approval for the use of the name "Reading Country Club" and any derivation thereof and Tenant shall not use "Reading Country Club," or any derivation thereof,

in any way contrary to the direction and express desires of Landlord. Tenant understands that its use of the name "Reading Country Club" is a non-exclusive right and that other entities with the permission of Exeter Township, may be given the right to utilize the name "Reading Country Club" or any derivation thereof.

K. During the Term, Landlord shall, at its sole cost and expense (and not subject to reimbursement by Tenant), comply with all Governmental Requirements that require structural modifications to be performed to the Premises. During the Term, Tenant shall, at its sole cost and expense, comply with all Governmental Requirements, to the extent applicable to Tenant's business operations at the Premises. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the current operations at the Premises and the RCC comply with all applicable Governmental Requirements, including requirements of State or local health and licensing departments and agencies.

L. Tenant shall use the Premises only for the permitted uses set forth in this Paragraph 13 and uses incidental thereto. Tenant shall not permit the Premises to be vacant, nor shall Tenant permit the Premises to be used for any illegal or non-permitted purpose or in any manner which would tend to damage any portion thereof or interfere or obstruct the rights of other tenants or occupants of the Reading Country Club. Tenant shall comply with all applicable law, regulations, ordinances, and directives of the Federal Government, state and municipality in which the Premises are located as well as all judicial orders and the requirements of any Board of Fire Underwriters (or any other body exercising similar functions) as are in effect during the Term of this Lease, including without limitation, those relating to hazardous materials or substances, and occupation safety health, and, at Tenant's sole cost and expense, shall perform any action or obligation arising from or as is necessary to achieve such compliance (provided that, to the extent any such compliance requires capital improvements to be made to the Premises and the estimated cost of such capital improvements exceeds Fifteen Thousand Dollars (\$15,000.00), Landlord shall be responsible for the cost of such capital improvements). At all times during this lease, Tenant shall maintain and comply with all permits, licenses or other authorizations required by any governmental authority or agency for Tenant's occupancy or operations at the Premises. In furtherance of the foregoing (but subject to Landlord's obligations with respect to capital improvements estimated to cost in excess of Fifteen Thousand Dollars (\$15,000), Tenant shall be fully responsible for compliance with the Americans With Disabilities Act of 1990, as amended from time to time (the "ADA"), and for all alterations required to be made to the Premises due to changes in or regulations under the ADA or judicial interpretations of the requirements of the ADA or changes in Tenant's use of the Premises or in the nature of Tenant's conduct of business at the Premises (including but not limited to, any changes in use or business conduct arising out of a sublease or assignment or resulting in the Premises being deemed a "place of public accommodation" under the ADA) or alterations made by Tenant.

14. INSPECTION. Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any time, upon prior reasonable notice, to (i) inspect the Premises, (ii) make such repairs as may be required or permitted pursuant to this Lease, and (iii) show the Premises to prospective purchasers of, or parties who are anticipated to provide financing with respect to, the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter

the Premises at any time, without notice to Tenant, in case of an emergency posing a threat to persons or property. During the period that is six (6) months prior to the end of the Lease Term, upon reasonable notice to Tenant, Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises. Tenant shall notify Landlord in writing at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating.

15. ASSIGNMENT AND SUBLETTING

A. Tenant may not assign this Lease or sublease the Premises without Landlord's consent and without being subject to Paragraph 15C or Paragraph 15D below, to any corporation or limited partnership or limited liability company which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger of or consolidation with Tenant ("Tenant's Affiliate"). In, the event Landlord consents to any such assignment, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this Lease. The merger or consolidation of Tenant with another entity shall not require Landlord's consent nor be subject to Paragraph 15C or Paragraph 15D below.

B. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

Notwithstanding the foregoing, if Tenant, as a debtor in possession (the "DIP"), or a trustee for the estate in bankruptcy of Tenant (the "Trustee"), assumes this Lease and proposes to assign this Lease, or sublet the Premises (or any portion thereof), pursuant to the provisions of the Federal Bankruptcy Code, 11 U.D.C. Sections 101 et seq., as amended from time to time (the "Bankruptcy Code"), to any person, partnership, corporation, or other entity (the "Proposed Assignee") who shall have made a bona fide offer to accept an assignment of this Lease or a subletting on terms acceptable to the DIP or the Trustee, then such assumption of this Lease and any such assignment or sublease shall be subject to all of the following:

(1) The DIP or the Trustee, as the case may be, shall give Landlord written notice, immediately after receipt by the DIP or the Trustee, as the case may be, of any offer to accept an assignment or subletting of this Lease, but in any event no later than ten (10) days prior to the date that the DIP or the Trustee, as the case may be, shall make application

to a court of competent jurisdiction for authority and approval to enter into such assumption and assignment or subletting, which notice shall set forth: (i) the name and address of the Proposed Assignee; (ii) all of the terms and conditions of the Proposed Assignee's offer; and (iii) the adequate assurance to be provided to Landlord to assure the Proposed Assignee's future performance under this Lease, including, without limitation, the assurances referred to in Section 365 (b) (3) of the Bankruptcy Code. Landlord, upon receipt of such notice, shall have the prior right and option, to be exercised by notice to the DIP or the Trustee, as the case may be, given at any time prior to the effective date of such proposed assignment or sublease, to accept an assignment or sublease of this Lease by any other assignee or sublessee acceptable to Landlord, upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by the Proposed Assignee, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

(2) If the rent agreed upon between the DIP or the Trustee, as the case may be, and the Proposed Assignee under any proposed assignment or sublease of the Premises (or any part thereof) is greater than the total rent that Tenant must pay Landlord hereunder for that portion of the Premises that is subject to such proposed assignment or sublease, or if any consideration shall be received by the DIP or the Trustee, as the case may be, in connection with any such proposed assignment or sublease, then all such excess rental or such consideration, and any and all other moneys or other considerations payable to or otherwise to be delivered in connection with such proposed assignment or sublease, shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of the DIP, the Trustee, or of the estate of Tenant, as the case may be, within the meaning of the Bankruptcy Code. Any and all moneys or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or turned over to Landlord.

(3) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease and each of the conditions and provisions hereof on and after the date of such assignment. Any such assignee shall, upon the request of Landlord, forthwith execute and deliver to Landlord an instrument, in form and substance acceptable to Landlord, confirming such assumption.

(4) Any proposed assignment of this Lease or sublease by the DIP or the Trustee, as the case may be, pursuant to provisions of the Bankruptcy Code shall provide adequate assurance of future performance under this Lease by the Proposed Assignee, which adequate assurance shall include, as a minimum, the following: (i) any Proposed Assignee of this Lease shall deliver to Landlord a security deposit in an amount equal to at least three (3) months' rent accruing pursuant to Paragraph 2 this Lease; (ii) an unqualified, audited financial statement prepared in accordance with generally acceptable accounting principles consistently applied, dated no earlier than six (6) months prior to the effective date of such

proposed assignment or sublease, which financial statement shall show the Proposed Assignee to have a net worth equal to at least twelve (12) months' rent accruing under this Lease, or, in the alternative, the proposed Assignee shall provide a guarantor of such Proposed Assignee's obligations under the assignment of this Lease, which guarantor shall provide an audited financial statement meeting the above requirements and execute and deliver to Landlord a guaranty agreement in form and substance acceptable to Landlord; and (iii) any Proposed Assignee shall grant to Landlord a security interest in favor of Landlord in all furniture, fixtures, and other personal property to be used by the Proposed Assignee on the Premises.

C. Any Landlord approved assignee of Tenant's interest in this Lease, by accepting any such assignment, shall be deemed to have assumed Tenant's obligations hereunder arising from and after the effective date of the assignment; provided, however, that such assignment, subletting or other transfer, whether consented to by Landlord or not or permitted hereunder, shall relieve Tenant of its liability hereunder. If an Event of Default occurs while the Premises or any part thereof are sublet, then Landlord, in addition to any other remedies herein provided, or provided by law, may collect directly from the sublessee all rents payable by the sublessee to Tenant under the sublease and apply such rent against any sums due Landlord hereunder. No such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder.

16. CONDEMNATION. If any portion of the Premises is taken for any public or quasi-public use by right of eminent domain or private purchase in lieu thereof (a "Taking"), and, as a result thereof, Tenant is unable to conduct its business operations in the Premises in a manner reasonably comparable to that conducted before the Taking, then either party may terminate this Lease by delivering to the other written notice thereof within 30 days after the Taking, in which case rent shall be abated during the unexpired portion of the Term, effective on the date of such Taking. All compensation awarded for any Taking shall be the property of Landlord and Tenant assigns any interest it may have in any such award to Landlord; however, Landlord shall have no interest in any award made to Tenant for loss of business or goodwill or for the taking of Tenant's trade fixtures or Tenant's moving expenses, if a separate award for such items is made to Tenant. If a Taking occurs and this Lease is not terminated as provided in this Paragraph 16, then (i) Landlord shall restore the Premises to substantially the same condition as it existed before the Taking to the extent reasonably practicable; however, Landlord's obligation to so restore the Premises shall be limited to the award Landlord receives in respect of such Taking, and (ii) the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. Landlord shall not at any time promote, assist, or otherwise initiate or participate in any condemnation action involving the Premises.

17. HOLDING OVER. At the termination of this Lease by its expiration or otherwise, Tenant immediately shall deliver possession of the Premises to Landlord with all repairs and maintenance required herein to be performed by Tenant completed. If, for any reason, Tenant retains possession of the Premises or any part thereof after such termination, Tenant shall pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including without limitation the loss of any proposed subsequent tenant for any portion of the

Premises. However, Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either (i) the creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (ii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental (or daily rental under (ii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to 150% of the rental being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (ii) on the basis of a 365 day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph 17 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of written consent thereto by Landlord.

18. QUIET ENJOYMENT. Landlord has the authority to enter into this Lease and so long as Tenant pays all amounts due hereunder and performs all other covenants and agreements herein set forth, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term hereof without hindrance from Landlord subject to the terms and provisions of this Lease.

19. EVENTS OF DEFAULT. The following events (herein individually referred to as an "Event of Default") each shall be deemed to be an event of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the Base Rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) days after Tenant's receipt of written notice that such payment was due; provided that if Tenant fails to pay Base Rent or any Additional Rent on time more than two (2) times in any twelve (12) month period, an Event of Default shall occur notwithstanding that such payments have been made within the applicable cure period.

B. Tenant shall: (i) become insolvent; (ii) admit in writing its inability to pay its debts; (iii) make a general assignment for the benefit of creditors; (iv) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; or (v) take any action to authorize or in contemplation of any of the actions set forth above in this Paragraph.

C. Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking: (i) to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent; (ii) reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors; (iii) appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its

property, and such case, proceeding or other action (a) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (b) shall remain un-dismissed for a period of forty-five (45) days.

D. Tenant shall vacate, desert, or abandon all or a substantial portion of the Premises without giving Landlord at least thirty (30) days advance written notice, whether or not Tenant is in default in payment of the rental payments due under this Lease.

E. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than those listed above in this Paragraph 19), and shall not cure such failure within twenty (20) days after written notice thereof to Tenant (or if the failure cannot be corrected, through the exercise of reasonable diligence, within such twenty (20) day period, if Tenant does not commence to correct same within such twenty (20) day period and thereafter diligently prosecute same to completion).

F. An Event of Default shall occur under and as defined in the Beverage Management Services Agreement, dated the date of this Agreement, by and between Landlord and Tenant.

G. Tenant, its bankruptcy trustee, or any entity authorized by court order to act on behalf of Tenant, shall reject this Lease under 11 U.S.C. sec. 365(a) or any other provision of Title 11 of the United States Code, or the deemed rejection of this Lease by operation of law under 11 U.S.C. sec. 365(d)(4). Any such rejection of this Lease terminates this Lease, without notice of any kind to Tenant, effective on the later of: (1) the date Tenant vacates the Premises following such rejection; (2) the date the Bankruptcy Court with jurisdiction over Tenant's bankruptcy case enters an order on its docket authorizing Tenant to reject this Lease; or (3) the date this Lease is deemed rejected under 11 U.S.C. sec. 365(d)(4).

20. REMEDIES.

A. Upon each occurrence of an Event of Default, Landlord shall have the option to pursue, without any notice or demand, any one or more of the following remedies and/or any other remedies to which Landlord is entitled at law or in equity:

(1) Terminate this Lease and all rights of Tenant hereunder, in which event Tenant shall immediately surrender the Premises to Landlord, and to accelerate all rent due to Landlord hereunder. If Tenant fails to surrender the Premises to Landlord, Landlord may, without any further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rental, enter upon and take possession of the Premises and remove Tenant and its effects without being liable for prosecution or any claim for damages therefor, and Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises or otherwise, including any loss of rental for the remainder of the Term.

(2) If the Event of Default relates to nonpayment of Base Rent or any other monetary sum due hereunder, or the desertion, vacation or abandonment of the Premises, terminate this Lease and accelerate Tenant's liability for the rent and other sums payable under

this Lease for the remainder of the Term, in which event Tenant's default shall be deemed a total and entire breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for damages in an amount equal to the excess of (i) the total rental for the remainder of the Term, discounted at the Prime Rate (hereinafter defined) to the then present value, together with all other expenses incurred by Landlord in connection with Tenant's default, all sums due pursuant to Paragraph 20B below, and the unpaid rental due as of the date of termination, over (ii) the fair market rental value of the Premises for the balance of the Term, discounted at the Prime Rate to the then present value. For the purposes of clause (i) above, the components of monthly rent (other than Base Rent) for the remainder of the Term shall be deemed to be equal to the respective monthly amounts thereof as were due and payable during the month in which the Lease was terminated. It is acknowledged, intended and agreed that the amounts which Landlord is entitled to recover under this Paragraph 20A(2) constitute liquidated damages and not a penalty for Tenant's defaults related to nonpayment of rental, or the desertion, vacation or abandonment of the Premises. Such amounts constitute the parties' best, good faith, and reasonable estimate of the damages which would be suffered by Landlord in the event any such default occurs, the exact amount of such damages being difficult or impractical to calculate.

(3) Enter upon and take possession of the Premises as Tenant's agent without terminating this Lease and without being liable for prosecution or any claim for damages therefor, and Landlord may relet the Premises as Tenant's agent and receive the rental therefor, in which event Tenant shall pay to Landlord on demand all sums due pursuant to Paragraph 20B below, together with any deficiency that may arise by reason of such reletting.

(4) Do whatever Tenant is obligated to do under this Lease and enter the Premises, without being liable for prosecution or any claim for damages therefor, to accomplish such purpose. Tenant shall reimburse Landlord immediately, within ten (10) days of Landlord's demand for reimbursement, reimburse Landlord for any expenses which Landlord incurs in thus effecting compliance with this Lease on Tenant's behalf, together with interest thereon at the highest lawful rate from the date Landlord incurs the expense in question until Landlord is reimbursed therefor.

B. Upon the occurrence of an Event of Default, in addition to any other sum provided to be paid herein, Tenant also shall be liable for and shall pay to Landlord: (i) brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; (ii) the costs of removing and storing Tenant's or other occupant's property; (iii) the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; (iv) all reasonable expenses incurred in marketing the Premises and (v) all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies. If either party hereto institutes any action or proceeding to enforce any provision hereof by reason of any alleged breach of any provision of this Lease, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with such proceeding.

C. In the event Tenant fails to make any payment due hereunder within ten (10) days after payment is due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge in an amount equal to five

percent (5%) of such payment; and the failure to pay such amount within five (5) days after demand therefor shall be an additional Event of Default hereunder. Notwithstanding the foregoing, Tenant shall be entitled to two (2) late payments during any twelve (12) month period without application of such late charge. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

D. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Landlord, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant. Tenant and Landlord further agree that forbearance by Landlord to enforce its rights pursuant to this Lease, at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with that or any subsequent default.

E. The term "Prime Rate" as used herein shall mean the per annum "prime rate" of interest as published, on the date on which this Lease is terminated in accordance with this Paragraph 20, by The Wall Street Journal, East Edition, in its listing of "Money Rates," or if The Wall Street Journal is not published on the date on which this Lease is terminated, then the "prime rate" of interest as published in The Wall Street Journal on the most recent date prior to the date on which this Lease is so terminated.

F. If Landlord repossesses the Premises pursuant to the authority herein granted, then Landlord shall have the right to (i) keep in place and use or (ii) remove and store, all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord also shall have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") who presents to Landlord a copy of any instrument represented by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity or legality of said instrument. The rights of Landlord herein stated shall be in addition to any and all other rights that Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

G. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of any proceeding under this Lease. In no event will Tenant be liable for any incidental, consequential, indirect, special, exemplary, or punitive damages of any kind.

THE FOLLOWING PARAGRAPHS SET FORTH WARRANTS OF ATTORNEY FOR THE CONFESSION OF JUDGMENT AGAINST TENANT. IN GRANTING THIS WARRANT TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY, AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF TENANT, UNCONDITIONALLY WAIVES ANY AND

ALL RIGHTS TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA. TENANT ACKNOWLEDGES THAT TENANT FULLY UNDERSTANDS THE CONFESSION OF JUDGMENT CONTAINED IN THE FOLLOWING PARAGRAPH AND THAT THIS TRANSACTION IS A COMMERCIAL TRANSACTION, AND THAT THE UNDERSIGNED TENANT WAIVES ANY RIGHT TO A HEARING WHICH WOULD OTHERWISE BE A CONDITION TO LANDLORD'S OBTAINING THE JUDGMENT AUTHORIZED BY THE FOLLOWING PARAGRAPHS.

FOLLOWING AN EVENT OF DEFAULT, TENANT HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR BASE RENT, EXCESS PERCENTAGE RENT, DEBT SERVICE RENT, OR ANY OTHER AMOUNTS DUE TO LANDLORD PURSUANT TO THIS LEASE (INCLUDING MY ACCELERATED RENT PURSUANT TO THE TERMS OF THIS LEASE), AND/OR TO SIGN FOR TENANT AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION OR ACTIONS FOR THE RECOVERY OF SUCH RENT, AND IN SAID SUITS OR IN SAID AMICABLE ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR ALL OR ANY PART OF TOTAL RENT THEN DUE AND UNPAID, AND FOR INTEREST AT THE INTEREST RATE AUTHORIZED BY THIS LEASE AND COSTS OF ENFORCEMENT, TOGETHER WITH A REASONABLE ATTORNEY'S COMMISSION IN THE AMOUNT OF FIVE PERCENT (5%) OF THE AMOUNT DUE, FOR WHICH THIS LEASE SHALL BE SUFFICIENT WARRANT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENT SHALL FALL DUE OR BE IN ARREARS.

UPON THE EXPIRATION OR TERMINATION OF THIS LEASE OR SURRENDER HEREOF AS PROVIDED IN THIS LEASE, IT SHALL BE LAWFUL OR ANY ATTORNEY 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 OUR UNDER TENANT THEREIN CONFESS JUDGMENT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE SHALL BE ITS SUFFICIENT WARRANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION OR OTHER APPROPRIATE WRIT UNDER THE RULES OF CIVIL PROCEDURE THEN IN EFFECT MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS; PROVIDED, HOWEVER, IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES REMAIN IN OR TO 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 UNDER ANY OF THE TERMS OF THIS LEASE TO BRING ONE OR MORE FURTHER AMICABLE ACTION OR ACTIONS AS

HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE PREMISES AS HEREINABOVE PROVIDED.

In any amicable action of ejection and/or for rent, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive. If a true copy of this Lease (and the truth of the copy asserted in such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all procedural errors in said proceedings and all liability therefore. If proceedings shall be commenced by Landlord to recover possession under the Acts of Assembly and Rules of Civil Procedure, either at the end of the Term or earlier termination of this Lease, or for nonpayment of Rent or any other reason, Tenant waives the right to any notice to remove which may be required by the Landlord and Tenant Act of 1951, as amended (or any similar or successor law), and agrees that ten (10) days notice shall be sufficient where a longer period may be statutorily specified.

Without limiting the provisions set forth above, Tenant hereby waives all errors and defects of a procedural nature in any proceedings brought against it by Landlord under this Lease. Tenant further waives the right to any notices to quit as may be specified by applicable law, and agrees that five (5) days notice shall be sufficient in any case where a longer period may be statutorily specified.

21. MECHANIC'S LIENS. Tenant has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises.

22. HAZARDOUS MATERIALS. Tenant shall never incorporate into, or dispose of, at, in or under the Premises, the Building or the Land, any toxic or hazardous materials (as defined hereafter). Tenant further agrees not to use at, place in, or store at the Premises any toxic or hazardous materials, except for those toxic or hazardous materials that are either (a) office supplies or (b) kitchen cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon and then only if (i) all such toxic or hazardous materials, supplies and materials are properly labeled and contained, (ii) all such toxic or hazardous materials are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all applicable laws, rules and regulations, and (iii) if a material safety data sheet is required under applicable laws to accompany the toxic or hazardous

materials, supplies or materials, a copy of such current material safety data sheet is provided to Landlord. For purposes of this Lease, "toxic or hazardous materials" shall mean any hazardous or toxic chemicals or any materials containing hazardous or toxic chemicals at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or by the then current levels or content as set from time to time by the U.S. Environmental Protection Agency ("EPA") or the U.S. Occupational Safety and Health Administration ("OSHA") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations. In the event there is a spill of toxic or hazardous materials (other than permitted office supplies and kitchen cleaning supplies) at the Premises caused by Tenant or persons acting under Tenant, Tenant shall notify Landlord of the method, time and procedure for any cleanup and removal of such toxic or hazardous materials; and, Landlord shall have the right to require reasonable changes in such method, time or procedure. In the event there is a spill of a toxic or hazardous material that comes from office supplies in the Premises, Tenant shall notify Landlord if the spill would in any way endanger or pose a threat to Tenant's employees, Building maintenance or custodial personnel, other Building tenants or the general public. In the event of any breach of this provision by Tenant or any contamination of the Premises by Tenant, Tenant shall pay all costs for the removal or abatement or cleanup of any toxic or hazardous materials at the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of toxic or hazardous materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of toxic or hazardous materials on the Premises if caused by Tenant or persons acting under Tenant. Landlord shall indemnify Tenant in the manner elsewhere provided in this Lease from any release of toxic or hazardous materials on the Premises (x) existing as of the date of this Lease, or (y) caused by Landlord or persons acting under Landlord. This Paragraph 22 shall survive the expiration or any termination of this Lease.

23. NOTICES AND RENT PAYMENTS. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivering of notice or the making of any payment by Landlord to Tenant, or with reference to the sending, mailing or delivering of any notice or the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

A. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord, 4975 DeMoss Road, Reading, Pennsylvania 19606, Attn: Troy Bingaman, Township Manager, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord. In addition to Base Rent due hereunder, all sums of money and all payments due Landlord hereunder shall be deemed to be additional rental owed to Landlord.

B. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in the Basic Lease Information. Any such notices shall be either (1) sent by overnight delivery using a nationally recognized overnight courier, in

which case notice shall be deemed delivered one business day after deposit with such courier, (2) sent by telefax, in which case notice shall be deemed delivered upon transmission of such notice provided that an original of such facsimile is also sent to the addressee by means described in clauses (1) or (2), or (3) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Landlord shall be deemed given by Landlord and notices given by counsel to Tenant shall be deemed given by Tenant.

24. **LANDLORD DEFAULT.** If Landlord defaults in the performance of any material term, covenant or condition required to be performed by Landlord hereunder and such failure adversely affects the Premises or Tenant's use thereof and continues for more than thirty (30) days after written notice from Tenant (or, if the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then Landlord shall be entitled to such additional time as may be reasonably necessary to cure such default so long as Landlord diligently continues to cure such default), then, in such event, Tenant shall have the right to cure such default and to recover from Landlord all reasonable out of pocket costs incurred by Tenant which were necessary to cure such default ("Cure Costs"). Tenant shall provide Landlord with all back-up information reasonably requested by Landlord with respect to Tenant's Cure Costs. If Landlord fails to pay Tenant's Cure Costs within thirty (30) days after Tenant's written request for payment and receipt by Landlord of the back-up documentation reasonably requested by Landlord, then Tenant shall have the right to setoff any amounts owed by Landlord against the next installment(s) of Rent payable by Tenant hereunder; provided, however, that in no event shall the amount setoff by Tenant in any calendar month exceed twenty percent (20%) of the Rent payable by Tenant for such calendar month. Nothing herein shall be construed as a waiver by Landlord of Landlord's right to contest the validity of any amounts setoff by Tenant pursuant to this Paragraph, and Landlord expressly reserves all rights and remedies available to Landlord hereunder for any amounts improperly setoff by Tenant pursuant to this Paragraph. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

25. **SUBDIVISION AND EASEMENTS.** Tenant's use of the Building, Premises and the Common Areas, if any, shall be subject to all covenants, conditions, easements and restrictions now or hereafter affecting or encumbering the land on which same are located. Landlord reserves the right to (a) develop, subdivide, improve, impair or maintain the land on which the Premises is located, (b) alter the boundaries of the land on which the Premises is located, and (c) grant easements on the land on which the Premises is located, and dedicate for public use portions thereof; provided, however, that no such grant or dedication shall materially interfere with Tenant's use of the Premises or materially reduce the type or quality of services provided by

Landlord under this Lease. Tenant hereby consents, and subordinates this Lease, to such subdivision, boundary revision, and/or grant or dedication of easements and agrees from time to time, at Landlord's request, to execute, acknowledge and deliver to Landlord, in accordance with Landlord's instructions, all documents or instruments necessary to effectuate Tenant's consent thereto.

26. RIGHT OF FIRST REFUSAL. For so long as this Lease is in effect, Tenant shall have a right of first refusal (the "Refusal Right") to purchase the Premises (including any part of the Premises), as hereinafter set forth:

A. If at any time during the Term, Landlord receives and desires to accept a bona fide offer to purchase the Premises (or any part of the Premises) for a price and on terms acceptable to Landlord, in its sole discretion, from a third party (the price and terms offered are hereinafter the "Offer"), Landlord will give Tenant notice of the Offer and the name and address of the person or entity submitting such Offer, and Tenant will have the option to purchase the Premises (or such part) for the same price and on the same terms as are contained in the Offer. If any of the non-monetary terms of the Offer by their nature cannot be matched (such as, without limitation, terms relating to the exchange of property or the provision of unique services), Landlord's notice of the Offer shall contain a reasonable qualification in dollars of the value of such terms, which shall constitute part of the price offered for the purchase of the Premises (or such part). If Tenant wishes to exercise the Refusal Right, it shall give Landlord notice of its intent to do so within fifteen (15) business days after receiving notice of the Offer.

B. If Tenant fails to give Landlord notice of its intent to exercise its Refusal Right within fifteen (15) business days after receiving Landlord's notice of the Offer, then, for a period of one hundred eighty (180) days, or such longer executory period as may be stated in the Offer, after Tenant's failure to exercise its Refusal Right, Landlord shall have the right to sell the Premises (or such part) to the person or entity that submitted the Offer on the exact same terms set out in the Offer, and upon any such sale, all provisions of this Lease shall continue in full force and effect (other than the Refusal Right, which shall be deemed terminated) and Tenant shall attorn to and perform all of its obligations under this Lease in favor of the purchaser as though such purchaser were the original landlord under this Lease.

C. If Tenant notifies Landlord of Tenant's exercise of the Refusal Right, the parties shall close on the purchase and sale of the Premises (or such part) in accordance with the terms set forth in the Offer.

27. EXPIRATION OF TERM. As provided in Paragraph 1D, twelve (12) months prior to the end of the Extension Term, the parties shall meet and negotiate in good faith for a renewal or further extension to the Term of this Lease. Such negotiations shall be based on current market rates for similar properties. Neither party shall have any liability or obligation to the other party if the parties fail to agree on the terms of an appropriate further extension to the Term of this Lease, except as provided in Paragraph 27B below.

A. If following the expiration of the Term, the Premises are to be used by a third party together with the surrounding RCC property as part of an overall master-planned development with a mix of commercial or residential uses, then such third party may include the

Premises as part of such project (including for a food service use) without any obligation or liability to Tenant.

B. If within One Hundred Fifty (150) days following the expiration of the Term, Landlord uses the Premises as a restaurant or banquet facility in a manner similar to Tenant's operations at the Premises during the Term, or Landlord enters into a lease or agreement of sale with a third party which will use the Premises as a restaurant or banquet facility in a manner similar to Tenant's operations at the Premises during the Term, then, Landlord shall pay (or cause to be paid) to Tenant an amount equal to the undepreciated cost of those Tenant Required Improvements made to the Premises by Tenant during the Term as set forth on Exhibit B, it being expressly understood and agreed that any further right to recoupment by Tenant would have to be expressly agreed upon by Landlord; provided, however, that the foregoing obligation shall not apply if Tenant elects not to attempt to renew or extend the Lease Term by declining to provide Landlord a proposal for renewal under Paragraph 1D. Tenant shall depreciate the capital improvements made by Tenant during the Term in accordance with generally accepted accounting principles consistently applied, and Tenant shall provide to Landlord reasonably detailed evidence (including applicable portions of Tenant's tax returns) showing Tenant's undepreciated cost of such capital improvements. The parties acknowledge that any financial information provided by Tenant to Landlord to evidence the undepreciated cost of Tenant's capital improvements is confidential and proprietary information of Tenant, and any disclosure of such information is likely to cause competitive harm to Tenant. Accordingly, Landlord will keep all such financial information strictly confidential and Landlord shall not disclose any of Tenant's financial information at any time for any purpose.

28. GOVERNING LAW; ARBITRATION. This Lease shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, and shall inure to the heirs and personal representative of Employee and the successors of Company whether by merger, consolidation or otherwise. Any party to this Lease, or anyone claiming by, from, or through such a party who wishes to commence such an action or proceeding shall, in lieu of all other remedies, be required to submit such party's claim to private arbitration consistent with the rules for commercial arbitration of the American Arbitration Association ("AAA") provided, however the dispute shall not be submitted to AAA, or as the parties to such dispute may otherwise agree. Any such arbitration proceeding shall be held in Berks County, before an arbitrator selected by mutual agreement of the parties to the dispute. If the parties cannot agree upon a single arbitrator, each party shall select one arbitrator and the two arbitrators selected by the parties shall select a third arbitrator. The decision of the arbitrator or arbitrators shall be final and binding upon the parties and judgment upon such decision may be entered in any court of competent jurisdiction.

29. MISCELLANEOUS.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. The terms, provisions and covenants contained in this Lease shall run with the land and shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and assigns, except as otherwise herein expressly provided. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the Premises. Upon any Landlord's conveyance of the Premises, and the assignment of its rights under this Lease, to another party ("Successor"), such Landlord shall be released from its obligations hereunder and the Successor shall become the "Landlord" hereunder from and after the date of any such conveyance and assignment and shall thereafter have all of the rights and obligations of the Landlord hereunder, in accordance with the terms hereof, during the period of its ownership of the Premises. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

C. Upon request of either party, the parties shall execute and record a memorandum or short form of this Lease (including references to Tenant's Refusal Right under Paragraph 26). Recording costs for the memorandum shall be paid by the party requesting that the memorandum be recorded.

D. Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by governmental action and/or inaction material shortages, weather, acts of God, labor disputes or other causes beyond the reasonable control of either party (collectively, the "Force Majeure Delays"); provided that in no event shall a Force Majeure Delay be grounds for not paying any sum when due under this Lease.

E. Tenant agrees, from time to time, within ten (10) days after request by Landlord, to deliver to Landlord or Landlord's designee, an estoppel certificate stating (1) that this Lease is in full force and effect, (2) the date to which rent is paid, (3) that there is no default on the part of Landlord or Tenant under this Lease, (4) that Tenant does not have any right of offset, claims or defenses to the performance of its obligations under this Lease, and (5) such other factual matters pertaining to this Lease as may be reasonably requested by Landlord.

F. Landlord hereby waives any and all liens, whether contractual or statutory, in favor of Landlord against Tenant's machinery, furniture, fixtures, equipment and/or personal property exclusive of any property or improvements that are to inure to the benefit of Landlord under the terms of this Lease. At the request of any lender of Tenant, Landlord will execute (1) a commercially reasonable landlord waiver agreement in favor of such lender, (2) a commercially reasonable collateral access agreement in favor of such lender and/or (3) a commercially reasonable consent to a collateral assignment of lease from Tenant to its lender.

G. With the exception of the Beverage Management Services Agreement between Landlord and Tenant, this Lease constitutes the entire understanding and agreement of the Landlord and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or

Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect. The foregoing Basic Lease Information is incorporated into and made a part of this Lease. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

H. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to taxes and insurance and all obligations concerning the condition and repair of the Premises.

I. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

J. All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

K. Landlord and Tenant each warrant that they have dealt with no real estate brokers in connection with this transaction. Each party agrees to indemnify and hold the other party harmless from and against any claims by any other broker, agent or other persons claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party.

L. If and when included within the term "Landlord", as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord. If and when included within the term "Tenant", as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notices given in accordance with the provisions of Paragraph 23 hereof to the same effect as if each had received such notice.


M. Landlord expressly disclaims, and Tenant hereby waives to the full extent permitted by law, any implied warranty that the Premises or the Building are suitable for Tenant's intended commercial purpose, and any and all other implied warranties (whether arising by virtue of statute, case law or otherwise). The foregoing shall not be construed to relieve Landlord from its obligations which are expressly set forth in this Lease.

N. Whenever the consent or approval of Landlord is required or requested under this Lease to an action or request of Tenant, Landlord will not unreasonably withhold, condition or delay the granting of such consent or approval.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 21st day of July, 2015.

LANDLORD:

EXETER TOWNSHIP

By: 
Name: Troy S. Bingaman
Title: Township Manager

TENANT:

JMH, INC.

By: 
Name: Jeffrey D. Hettinger
Title: President

EXHIBIT A

SITE PLAN

EXHIBIT B

TENANT REQUIRED IMPROVEMENTS

I. Minimum of \$1,000,000 of Improvements to be Completed by 12/31/15:

<u>No.</u>	<u>Brief Description of Improvement</u>	<u>Building or Non-Building</u>	<u>Estimated Cost</u>
1.	Exterior Façade Renovations (Building Front)	Building	\$50,000
2.	Front Fountain Renovations & Landscaping	Building	\$25,000
3.	Ballroom Painting & Wood-Staining	Building	\$15,000
4.	Four Seasons Front Patio with HVAC	Building	\$365,000
5.	Restaurant Flooring, Painting, & Bar Expansion	Building	\$100,000
6.	Locker Room Conversion into Offices	Building	\$50,000
7.	Kitchen Equipment, Software, & Renovations	Non-Building	\$200,000
8.	Ballroom Furnishings, Lighting, & Drapes	Non-Building	\$85,000
9.	Four Seasons Patio Furnishings	Non-Building	\$35,000
10.	Restaurant Bar Equipment & Furnishings	Non-Building	<u>\$75,000</u>
		12/31/15 Total	<u>\$1,000,000</u>

