



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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ZONING NOTICE DECEMBER 20th, 2021, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2021-21

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 20th, 2021, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428. Masks and social distancing will be required.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Kerri Hanlon, Owner, Yoga Home

PREMISES INVOLVED: 148 E. 8th Ave., Conshohocken, PA 19428
Borough Residential 1

OWNER OF RECORD: Jacob & Soon A and Jonathan Kim
1215 Charter Ln., Ambler, PA 19002

The petitioner is requesting a special exception in accordance with Section 27-703.B(1) of the Conshohocken Zoning Ordinance for the conversion of an existing non-conforming property from a dry cleaners to a yoga studio.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible to make arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



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

Zoning Application

Application: Z-2021-21
Date Submitted: 11-12-21
Date Received: 11-16-21

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-703 B. (1) change from one non-conforming use to another non-conforming use

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

148 E. 8th Avenue, Conshohocken, PA

4. Applicant's Name: Kerri Hanlon, Owner, Yoga Home

Address: _____

Phone Number (daytime): 610-716-1551

E-mail Address: kerri@ouryogahome.com

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

6. Property Owner: Jacob & Soon A and Jonathan E. Kim

Address: 1215 Charter Lane, Ambler, PA 19002

Phone Number: _____

E-mail Address: soo7piano@gmail.com

7. Lot Dimensions: n/a Zoning District: BR-1

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

Yes No If yes, please describe.

Former use of ground floor as a dry cleaner is an existing non-conforming use.

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

Space (ground floor) is currently vacant.

10. Please describe the proposed use of the property.

Yoga studio

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

Space will be outfitted as yoga studio, including new rear entry doorway (two exits) and addition of ADA bathroom. Improvements also include new HVAC, lighting, floor covering and paint.

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

Yoga Home is an established community business, operating since 2014, providing yoga and meditation classes. After closing due to the pandemic, we're seeking new space to be of service to our community. Classes are by appointment only with limited number of students in each class. History shows we have a large community that walks to class, which minimizes parking needs. All classes are indoors, with noise kept inside the studio.

Our former space at 424 E. Elm Street was significantly larger, with 2 studios and a community gathering space. We are transitioning to a smaller space to create a more intimate experience. While previously we may have had upwards of 60 people in space at peak times, we anticipate class size will be 5-15 students with COVID protocol, possibly more at a later time. Our business hours will typically be classes M-F 9:30am, noon, 6pm and 7:30pm, with possible 6 am classes a few days/week. Weekend classes will be 9am-12pm, with possible afternoon specialty programming. We share this level of detail to demonstrate our interest is being transparent with our business plan to demonstrate we believe we can minimize concerns about noise and parking.

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

a. The unique characteristics of the property: n/a

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

c. How the proposal is consistent with the character of the surrounding neighborhood.
n/a

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

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

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

n/a

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

n/a

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

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

n/a

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

n/a

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

n/a

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

a. Attorney's Name: Geroge J. Ozorowski, Esquire

b. Address: 1250 Germantown Pike, #205, Plymouth Meeting, PA 19462

c. Phone Number: 484-805-0007 or 610-279-6800 ext. 3

d. E-mail Address: gjo@hkolaw.com

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

DocuSigned by:
Kerri Hanlon
5D0DE5A89CE047B...
Kerri Hanlon
Applicant

Soon Kim
dotloop verified
11/09/21 5:31 PM PST
PTFG-92N5-5QGQ-MGFO
Legal Owner

November 9, 2021
Date

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

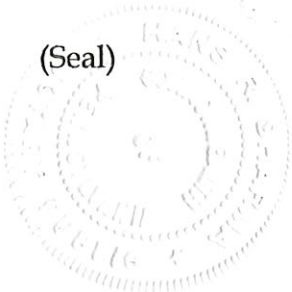
As subscribed and sworn to before me this 11/10/2021 day of _____, 20____.

H.R. Sharma

Commonwealth of Pennsylvania - Notary Seal
HANS R. SHARMA, Notary Public
Montgomery County
My Commission Expires December 20, 2024
Commission Number 1149970

Notary Public

(Seal)





COMMERCIAL LEASE

CL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES

TENANT(S): Half Full LLC - DBA Our Yoga Home	LANDLORD(S) Soon Kim
Authorized Signer	Authorized Signer Jonathan Kim
TENANT'S PRINCIPAL PLACE OF BUSINESS:	LANDLORD'S PRINCIPAL PLACE OF BUSINESS:
TENANT'S EMAIL ADDRESS: kerri@ouryogahome.com	LANDLORD'S EMAIL ADDRESS: soo7piano@yahoo.com

PREMISES

A portion of the real property known as Suite Number(s) _____, 1st _____ floor(s), consisting of approximate-ly 1000 square feet and located at 148 East 8th Avenue, 1st Floor, Conshohocken PA 19428

Unit _____

ZIP _____, in (Conshohocken _____), County of Montgomery County _____, in the Commonwealth of Pennsylvania, with improvements consisting of _____

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Tenant is not represented by a broker)

Broker (Company) <u>KW Commercial</u>	Licensee(s) (Name) <u>Beau McGettigan</u>
Company Address <u>728 S Broad St Philadelphia PA 19146</u>	Direct Phone(s) _____
Company Phone <u>215.607.6007</u>	Cell Phone(s) <u>484.459.7882</u>
Company Fax _____	Fax _____
Broker is (check only one): <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) is (check only one): <input type="checkbox"/> Tenant Agent (all company licensees represent Tenant) <input checked="" type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Tenant) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Landlord is not represented by a broker)

Broker (Company) <u>Keller Williams Philly</u>	Licensee(s) (Name) <u>Lauren Jacober/David Snyder</u>
Company Address <u>728 S. Broad Street, Philadelphia, PA 19146</u>	Direct Phone(s) _____
Company Phone <u>215.607.6007</u>	Cell Phone(s) <u>215.687.2462</u>
Company Fax _____	Fax _____
Broker is (check only one): <input type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) is (check only one): <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials:

Landlord Initials:

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the
3 receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and
4 Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part
5 of this Lease, dated 11/09/2021.

6 **2. DEFINITIONS**

7 (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to
8 Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity,
9 security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred
10 to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in
11 the payment of Base Rent.

12 (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.

13 (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas
14 and amenities of the Premises as set forth in Paragraph 7.

15 (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to
16 achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or
17 agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with
18 provisions of insurance for Landlord's Premises.

19 (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord
20 herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as
21 Landlord.

22 (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and
23 all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and
24 landscaping as set forth in Paragraph 7.

25 (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments,
26 whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority
27 upon Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase
28 or decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of,
29 such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance
30 tax, or any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.

31 (H) "Rent" shall mean the total sums due and payable to Landlord.

32 (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors
33 and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges
34 and powers as he would have possessed had he originally signed this Lease as Tenant.

35 **3. STARTING AND ENDING DATES OF LEASE (also called "Term")**

36 (A) The Commencement Date shall be (select one):

- 37 Substantial Completion: _____
- 38 Occupancy Date: _____
- 39 Signing Date: 11/09/2021
- 40 Rent Commencement Date: 02/01/2022
- 41 Other: _____

42 Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the
43 Commencement Date.

44 (B) The Term of this Lease shall begin on the Commencement Date and expire on 01/31/2025
45 ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any.

46 (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use with-
47 out material interference with Tenant's business activities.

48 **4. RENEWAL TERM**

49 (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed
50 for any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over
51 Tenant" and the provisions of Paragraph 32 shall apply.

52 (B) **Option 1 - Automatic Termination**

53 This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or
54 renewal of the Lease prior to the last day of the Term ("Renewal Term").

55 (C) **Option 2 - Automatic Renewal**

- 56 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for _____ additional
57 month(s) (3 if not specified) OR _____ additional year(s) (1 if not specified) ("Renewal Term").
- 58 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less
59 than ^{DS}_____ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

60 Tenant Initials: [Signature] / []

Landlord Initials: [Signature] / []
11/09/21 5:31 PM PST
dotloop verified

(D) **Option 3 - Tenant's Option to Renew**

Landlord and Tenant agree that Tenant has the right to exercise 1 - Two yr option(s) (1 if not specified) to extend the Lease, provided Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than _____ days (60 if not specified) written notice of Tenant's intention to exercise its option to renew the Lease.

(E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.

(F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.

(G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in condition due to fire or other casualty.

1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improvements shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf of Tenant at any time.

2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection, Landlord shall provide Tenant with written notice within _____ days (10 if not specified) of such inspection setting forth those conditions for which Tenant is responsible to repair or restore under the Lease.

3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual costs of repairs and restorations.

5. BASE RENT

(A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.

(B) Base Rent shall be paid in monthly quarterly annual other: _____ installments of \$1550 on or before the 1 day of each month quarter other: _____ ("Due Date").

(C) Base Rent shall be calculated as \$ _____ /sq. ft. OR \$ 1550 per month amounting to Base Rent of \$ 18,600 (U.S. Dollars) per year.

If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base Rent owed to Landlord will be no more than 5 % or \$ _____ in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless otherwise stated here: Will take effect at renewal date

(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within 10 days (5 if not specified) of the Due Date shall be subject to a late charge of _____ % of the installment due or \$ 75 ("Late Charge").

(E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that is currently due.

(F) Landlord will accept the following methods of payment: Cash Money Order Personal Check Credit Cards (additional fees may apply) Cashier's Check Other: _____. Landlord, at Landlord's sole discretion, reserves the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.

(G) Tenant will pay a fee of \$ 50 for any payment that is returned or declined by any financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

6. SECURITY DEPOSIT

(A) A security deposit of \$ 1550 will be paid in U.S. Dollars to Landlord or Landlord's representative, and held in escrow by Landlord or Landlord's representative as named here: _____

(B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.

(C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within _____ (60 if not specified) days after this Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.

(D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Security Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.

120 Tenant Initials: [Signature] / []

Landlord Initials: [Signature] / []
11/09/21 5:31 PM PST
dotloop verified

121 **7. ADDITIONAL RENT**

- 122 (A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:
- 123 Common Area Maintenance (CAM)
- 124 Improvements
- 125 Real Property Taxes
- 126 Operating Expenses
- 127 (B) Tenant's pro rata share of CAM expenses are 0% (100 if not specified) of the total cost. Upon demand for payment,
- 128 Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant
- 129 is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.
- 130 (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, util-
- 131 ities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses
- 132 included in CAM will be paid by Tenant according to Paragraph 7(B), above.
- 133 Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.

134 **8. PAYMENT SCHEDULE**

	Total Due	Due Date	Paid	Balance Due
135 (A) First month's Base Rent:	\$1550	11/15/2021	\$	\$1550
136 (B) Security Deposit:	\$1550	11/15/2021	\$	\$1550
137 (C) Additional Rent:	\$1550	11/15/2021	\$	\$1550
138 (D) Other:	\$		\$	\$
139 TOTALS:	\$4650		\$	\$4650

140 **9. SIGNS**

- 141 (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with,
- 142 and if needed, be approved by, Conshohocken Borough (municipality) and any other necessary governmen-
- 143 tal authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign,
- 144 including colors, for Landlord's approval.
- 145 (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole
- 146 cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease,
- 147 and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs
- 148 and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

149 **10. LANDLORD'S REPRESENTATIONS**

- 150 Landlord warrants and represents that:
- 151 (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power
- 152 and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
- 153 (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions
- 154 or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument
- 155 or document to which Landlord is a party.
- 156 (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly
- 157 have, hold and enjoy the Premises.
- 158 (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and
- 159 sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

160 **11. ACCEPTANCE; POSSESSION**

- 161 (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets
- 162 Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms
- 163 of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.
- 164 (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a
- 165 previous occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During
- 166 the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to
- 167 pay Rent, shall be suspended.
- 168 (C) If Tenant cannot take possession within ___ days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:
- 169 1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base
- 170 Rent until Property is available; OR
- 171 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further
- 172 liability on the part of Landlord or Tenant.

173 **12. GOVERNMENTAL REGULATIONS**

174 Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of

175 all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force

176 at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in

177 the foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make

178 pursuant to other provisions of this Lease.

179 Tenant Initials: [Signature] / []

Landlord Initials: [Signature] / []

181 **13. TENANT'S USE AND COVENANTS**

182 (A) Tenant shall use the Premises only for Yoga Studio

183
184 and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In
185 the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so,
186 subject to Landlord's prior written consent.

187 (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious
188 substance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq.,
189 or any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous
190 under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and
191 hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This
192 indemnification is intended to survive the expiration or other termination of this Lease.

193 (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any govern-
194 mental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting
195 Tenant's use and occupancy of the Premises or the business conducted therein.

196 (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this
197 Lease, shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents
198 may, after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

199 **Rules and Regulations for use of the property and common areas are attached and made part of this Lease.**

200 (E) Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights
201 of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objec-
202 tionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any
203 waste in, on or about the Premises.

204 **14. ASSIGNMENT AND SUBLETTING**

205 (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any
206 part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents
207 and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.

208 (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest
209 shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all
210 payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.

211 (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instru-
212 ment in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee
213 or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

214 **15. TENANT'S ALTERATIONS AND REPAIRS**

215 (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld,
216 conditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent
217 of Landlord, make minor improvements or repairs to the interior of the Premises provided that:

- 218 1. Each repair costs no more than \$ 500 (\$1,000.00 if not specified),
- 219 2. They do not impact the structural strength, integrity, operation or value of the building, AND
- 220 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property,
221 improvements, or land.

222 (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in con-
223 nection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termi-
224 nation of the Lease.

225 (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises
226 and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the
227 Term or any Renewal Term.

228 (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all
229 or any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from
230 the Premises, Tenant shall repair all damage caused by installation and removal.



231 (E) All work shall be performed in a workmanlike manner.

232 **16. MECHANICS' LIENS**

233 (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addi-
234 tion, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall,
235 within _____ days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled
236 and discharged of record.

237 (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and
238 defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs)
239 arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

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241 necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance
242 policy at the time of the contest.

243 (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at
244 once.

245 **17. LANDLORD'S RIGHT TO ACCESS**

246 In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.

247 (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish
248 Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set
249 forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide
250 Landlord with any keys and/or passcodes necessary to enter the Premises.

251 (B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable
252 notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this
253 Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs;
254 and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the
255 examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.

256 (C) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time and reason for the visit. In
257 emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there
258 and for what purpose within _____ hours (24 if not specified) of the visit.

259 (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions
260 to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or
261 failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord
262 agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency
263 work or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable
264 manner at reasonable times, subject to the limitations contained herein.

265 (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to
266 renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or
267 near the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such
268 information as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of
269 the Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they
270 are accompanied by Landlord or Landlord's representative.

271 **18. INDEMNIFICATION**

272 (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify
273 Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on neg-
274 ligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal
275 or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect
276 of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to
277 Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises
278 may owe.

279 (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemni-
280 fy, defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or
281 equitable, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts
282 or omissions of Landlord, its employees, agents, licensees or contractors.

283 (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to
284 the expiration or such earlier termination of the Term or exercised Renewal Term.

285 **19. INSURANCE**

286 (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries
287 to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No
288 later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that
289 the Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage
290 throughout the Term of this Lease, and any Renewal Term(s).

291 (B) Such insurance shall include Landlord as an additional insured and shall require at least _____ days (30 if not specified) advance
292 written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an
293 amount not less than \$ _____ (\$1,000,000.00 if not specified) in the aggregate. The policy
294 or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of
295 Landlord or Tenant, and for payment of claims on an occurrence basis.

296 (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fix-
297 tures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such as
298 determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair or

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300 replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold
301 improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

302 (D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards rec-
303 ommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant
304 to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that
305 no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set
306 forth here: _____
307 _____
308 _____

309 (E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or
310 with NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or
311 neglect to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that
312 may be charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause
313 any increase in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance
314 carried on the structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended
315 coverage insurance premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums
316 are increased. Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received
317 concerning changes in rates.

318 **20. DESTRUCTION OR DAMAGE**

319 (A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without
320 limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming
321 under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged por-
322 tions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant's property therein or
323 improvements or alterations made by Tenant). If, however, in Landlord's reasonable judgment, the damage would require more
324 than _____ days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord
325 anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay
326 the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a
327 termination date not less than _____ days (30 if not specified) after its receipt by Tenant.

328 (B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable
329 time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended
330 while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not
331 to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.

332 (C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity
333 of repairing any portion of the Premises, or improvements thereon, the interruption and the use of the Premises, or the termination
334 of this Lease by reason of the destruction of the Premises.

335 **21. FORCE MAJEURE**

336 If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war, fire
337 or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or equip-
338 ment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, declaration
339 of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused for the
340 period of such delay. **This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of Rent
341 or any other amounts required under this Lease.**



342 **22. CONDEMNATION/EMINENT DOMAIN**



343 (A) _____ In an instance of total condemnation, where all of the
344 property is taken through an exercise of the power of eminent domain, this Lease shall terminate on the date when possession of
345 the property was acquired by the condemning authority. The right to terminate this Lease under this Paragraph may be exercised
346 by either party so notifying the other party in writing not later than _____ days (30 if not specified) prior to such date.

347 (B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned
348 portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or
349 liability under this Lease or to the other where only part of the Premises is taken and:

- 350 1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to
351 repay any mortgages encumbering improvements on the property, OR
- 352 2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially
353 unreasonable to continue leasing all or a portion of the remaining space and the improvements.

354 (C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion
355 of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability
356 under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant
357 to continue its business within the Premises.

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- 359 (D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is
- 360 delivered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area
- 361 of the Premises.
- 362 (E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business relocation
- 363 damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce
- 364 the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect
- 365 to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all
- 366 claims for leasehold damages and diminution in value of Tenant's leasehold estate.

367 **23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; ESTOPPEL CERTIFICATES**

- 368 (A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter
- 369 placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to
- 370 Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mort-
- 371 gagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale,
- 372 or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser
- 373 as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of
- 374 this Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue
- 375 in full force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a
- 376 non-disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee.
- 377 (B) Tenant shall, from time-to-time, execute and deliver within _____ days (5 if not specified) following receipt of a request
- 378 from Landlord or Landlord's mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant's
- 379 agreement to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgagee may, at any time, subordinate
- 380 its mortgage to this Lease, without Tenant's consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed
- 381 prior to such mortgage without regard to their respective dates. The term "mortgage" includes mortgages, deeds of trust, or similar
- 382 instruments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.
- 383 (C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute,
- 384 a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.

385 **24. DEFAULT**

- 386 (A) Any of the following events shall constitute a default under this Lease by Tenant:
- 387 1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within _____ days (10 if
- 388 not specified) after written notice by Landlord to Tenant that such sum is past due.
- 389 2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
- 390 3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.
- 391 4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency
- 392 law.
- 393 5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed
- 394 within sixty (60) days.
- 395 6. Tenant is adjudicated bankrupt.
- 396 7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this
- 397 Lease.
- 398 8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or
- 399 any of Tenant's property on the Premises that is not insured.
- 400 (B) If Landlord fails to observe or perform any of Landlord's obligations as set forth in this Lease and Tenant has given Landlord not
- 401 less than _____ days (30 if not specified) written notice of the default, or if the default is of a character so that more than _____
- 402 days (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from
- 403 Tenant, then after such _____ days (30 if not specified) notice, Tenant shall have the right, but not the obligation, to cure the
- 404 default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available
- 405 legal process.

406 **25. NOTICE OF DEFAULT**

- 407 (A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A)(2), (4),
- 408 (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or
- 409 has violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall so notify
- 410 Tenant in writing.
- 411 (B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within _____ days (30 if not specified)
- 412 after receipt of written notice, or if more than such _____ days (30 if not specified) are required to correct with reasonable diligence
- 413 the matter(s) complained of in such notice, Tenant shall begin to correct them within such _____ days (30 if not specified) and
- 414 pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof.
- 415 Tenant shall diligently follow through with such correction(s) to conclusion.

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417 (C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide writ-
418 ten notice within _____ business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than
419 _____ times (2 if not specified) in any _____ -month (12 if not specified) period, and such payment shall include the Late Charge(s).

420 **26. WAIVER OF NOTICE**

421 Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice deliv-
422 ered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

423 **27. RIGHT TO CURE**

424 If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to
425 Landlord's other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and
426 possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default
427 and Tenant shall have failed within _____ days (30 if not specified) following receipt of said notice to cure or diligently pursue the
428 cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of
429 Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys' fees) incurred by Landlord with respect to such
430 default and, if Landlord so elects, Landlord's efforts to cure the same.

431 **28. ALTERNATIVE DISPUTE RESOLUTION**

432 (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims
433 and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding
434 arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7301, et seq., and other related laws of
435 the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit
436 disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights
437 to do so.

438 (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the
439 local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share
440 all expenses of mediation equally.

441 (C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration
442 and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel"
443 that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a
444 neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In
445 order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within
446 a reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbi-
447 tration, then the arbitration will be held at the local courthouse.

448 **29. LANDLORD'S REMEDIES**

449 (A) **CONFESSION OF JUDGMENT/EJECTMENT - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE**
450 **DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE**
451 **LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE**
452 **EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS**
453 **JUDGMENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING**
454 **UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY**
455 **LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT**
456 **WARRANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS**
457 **MAY ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR**
458 **ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND**
459 **THE POSSESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE**
460 **THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT**
461 **AGAINST TENANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER**
462 **POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS**
463 **LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES**
464 **OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH**
465 **OF ANY CONDITION OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON**
466 **THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.**

467 (B) **AFFIDAVIT REQUIRED - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED**
468 **IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS**
469 **NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE**
470 **CONCLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT**
471 **BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM**
472 **OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.**

473 (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set
474 forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or
475 elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

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477 (D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's
478 obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect,
479 and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant.
480 Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such
481 payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such
482 acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord
483 with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

484 **30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD**

485 All terms, covenants, agreements and conditions to be performed by Tenant under this Lease shall be performed by Tenant at
486 Tenant's sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this
487 Lease, or if Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall
488 continue beyond any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from
489 any of Tenant's obligations, make such payment or perform such task or other act on Tenant's behalf. All sums paid or incurred by
490 Landlord and all incidental costs thereto (including reasonable attorneys' fees) shall be Tenant's sole cost and responsibility, and
491 shall be deemed Additional Rent.

492 **31. ABANDONMENT**

493 (A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant's goods and effects,
494 and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord
495 peacefully and quietly.

496 (B) Goods and effects not removed by Tenant after termination of this Lease, or within _____ hours (72 if not specified) after a
497 termination by reason of Tenant's default, shall be considered abandoned.

498 (C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose of
499 the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant.
500 Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or dis-
501 posing of Tenant's goods and effects, which obligation shall survive the termination or expiration of this Lease.

502 **32. HOLDING OVER**

503 (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior
504 written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration
505 of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary
506 maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord
507 or Tenant upon _____ days (30 if not specified) written notice by either party to the other party.

508 (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such
509 unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to _____ %
510 (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit
511 any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention
512 create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect
513 shall remain in effect.

514 **33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS**

515 Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other
516 rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not
517 waive Landlord's right to collect the same by any other proceeding.

518 **34. RECORDING**

519 Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

520 **35. TENANT'S JOINT AND SEVERAL LIABILITY**

521 If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign
522 this Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent,
523 pay Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several.
524 If Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or
525 general law, subject to personal liability, the liability of each such member shall be joint and several.

526 **36. TRANSFER OF LANDLORD'S INTEREST; LIMITATION TO LIABILITY**

527 (A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in
528 the property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful
529 completion of the sale or other transfer of Landlord's interest in the property, Landlord shall be released and discharged from all
530 covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.

531 (B) Liability of Landlord under this Lease shall be limited to its interest in Landlord's property, and any judgment against Landlord
532 shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give
533 rise to any right of execution or levy against any of Landlord's other assets.

534 (C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-

535 Tenant Initials:  / 

Landlord Initials:  / 
11/09/21
5:31 PM PST
dotloop verified

536 gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies
537 by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.

538 (D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

539 **37. TIME IS OF THE ESSENCE**

540 All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

541 **38. CHOICE OF LAW**

542 This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

543 **39. ATTORNEYS' FEES**

544 If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any
545 dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days
546 after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys' fees and legal costs incurred.

547 **40. CONSTRUCTION**

548 (A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also
549 include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All
550 references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and
551 permitted assigns.

552 (B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, wher-
553 ever reasonable, to include Tenant's agents, employees, officers and assigns.

554 **41. HEADINGS**

555 The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the
556 sections that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

557 **42. SUCCESSORS AND ASSIGNS**

558 Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding
559 upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When
560 more than one party shall be Tenant under this Lease, or "Tenant" wherever used in this Lease shall be deemed to include all Tenants,
561 jointly and severally.

562 **43. BROKERS**

563 It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any
564 officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable,
565 either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that
566 arise from the breach, default or non-performance thereof.

567 **44. LEASE INTERPRETATION; PRIOR REPRESENTATION**

568 (A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to
569 be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due
570 to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of
571 negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

572 (B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which
573 either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the
574 extent that such agreements and representations have been incorporated into this Lease.

575 **45. SEVERABILITY**

576 If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally
577 judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the
578 invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree
579 that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or
580 provision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

581 **46. RIGHTS CUMULATIVE**

582 Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease
583 shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or in equity.

584 **47. EXECUTION AND COUNTERPARTS**

585 This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts
586 together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and
587 exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

588 **48. ENTIRE AGREEMENT**

589 This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to
590 Landlord's Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between
591 them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, dis-
592 charged or terminated orally, but only by an instrument in writing signed by the parties.

593 **49. AUTHORITY**

594 (A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized

595 Tenant Initials:

[Signature]	
-------------	--

 /

--	--

Landlord Initials:

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 /

--	--

and validly existing _____ (nature of entity) under the laws of _____ (state), that Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and validly existing Yoga Studio _____ (nature of entity) under the laws of Pennsylvania _____ (state), that Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

50. NOTICES

(A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address furnished in writing by any of the foregoing:

TO TENANT:

TO LANDLORD:

(B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

51. SPECIAL CLAUSES

(A) The following are part of this Lease if checked:

- Change of Lease Terms Addendum (PAR Form CLT)
- Floorplan of Premises
-
-

(B) Additional Terms:

- Tenant and Landlord agree to that this Lease is contingent upon the Lessee obtaining final unappealed zoning relief and final unappealed permits from Conshohocken Borough to utilize the Premises as the intended business of a yoga studio by no later than February 20th, 2022
- The Tenant and Landlord also agree that during the period in which the Lessee is pursuing said permits, the Lessor may continue to market the property and if an alternate offer is presented and accepted deposits will be returned within ten days of the notice, and this Lease shall be void.
- The Tenant is responsible for electricity in the leased premises and will transfer service in the business name prior to the rent commencement date or when construction begins at the property.
- Included in the rent payment at no additional charge are insurance (property), trash, taxes.
- Lessee shall purchase and maintain insurance and have the Landlord named on the policy "Soon Kim."
- Tenant is responsible for all general maintenance and repairs to the leased premises that do not exceed \$500 per incident. The Landlord is responsible for all structural elements, including windows, roof, and external doors, unless the cause for damage/repair is due to the Tenant.
- Tenant is granted three free months of rent during the contingency period.
- Tenant will be responsible for snow removal on the sidewalks servicing the leased commercial space only, and additional rent of \$50 per month to cover water and sewer costs
- Tenant is not responsible for the decommissioned rear door of the property should an issue arise.

Tenant Initials: DS
kt /

Landlord Initials: SK /



656 **NOTICE BEFORE SIGNING:** If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.
657 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have
658 initialed any and all changes made, and identify this Date 10/28/2021 as the "Signing Date" of this Lease.

DocuSigned by:
kerri hanton DATE 11/9/2021 | 5:52 PM P
SD0DE5A69CE047B...

659 TENANT/AUTHORIZED SIGNER _____ DATE _____
660 Title _____

661 TENANT/AUTHORIZED SIGNER _____ DATE _____
662 Title _____

663 TENANT/AUTHORIZED SIGNER _____ DATE _____
664 Title _____

665 TENANT/AUTHORIZED SIGNER _____ DATE _____
666 Title _____

667 CO-SIGNER _____ DATE _____
668 Title _____

669 CO-SIGNER _____ DATE _____
670 Title _____

671 LANDLORD/AUTHORIZED SIGNER Sam Kim DATE _____
672 Title _____

673 LANDLORD/AUTHORIZED SIGNER _____ DATE _____
674 Title _____

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

676 As part of payment received by Landlorc _____ (current Landlord) now transfers
677 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
678 other benefits.

679 CURRENT LANDLORD _____ DATE _____
680 Title _____

681 CURRENT LANDLORD _____ DATE _____
682 Title _____

683 NEW LANDLORD _____ DATE _____
684 Title _____

685 NEW LANDLORD _____ DATE _____
686 Title _____

October 28, 2021

Mayor Yaniv Aronson
400 Fayette St
Conshohocken, PA 19428

To Whom It May Concern,

Years before I became Mayor, I was a member of the Yoga Home studio on East Elm St. Through the studio, I was able to find a space of peace, reflection and community, especially as a new resident. Members were encouraged to be active in the borough as the studio supported trail cleanups, mental health advocacy, the community garden, and events for Colonial Neighborhood Council.

As Mayor, I saw the space grow to much more, hosting events for students with special needs, children, and those in need of mental health resources. The studio lived (and lives) by the mantra that "yoga is for every body," and they hold to that with a passion and vigor that is inspiring.

Even as COVID-19 forced the studio to close its physical doors, Kerri and Brian Hanlon successfully build a virtual space with classes, many free to the community, so that neighbors could still connect and nurture their physical health as well as mental need for connection. Yoga Home also remains active in an official capacity by working with the borough to provide yoga at Sutcliffe Park on an ongoing, seasonal basis.

The Hanlons have shown time and again that they support Conshohocken and its residents by donating to local causes, including during our recent, historic September flooding. They are exactly the type of owners, and business, that we want in our borough. I am proud to call them fellow community leaders and friends.

Please reach out if you need any other information,

A handwritten signature in black ink that reads "Yaniv Aronson". The signature is written in a cursive, flowing style.

Yaniv Aronson, Conshohocken Mayor
Resident at 238 W. 4th Ave, Conshohocken

Conshohocken Borough
Zoning Board

Re: application for 8th and Hallowell

I am writing to express my full support of Yoga Home's application for a yoga studio to be located at 8th and Hallowell. I live 6 doors away from this space and will be impacted by whatever eventually moves in and I strongly believe Yoga Home is the ideal business to occupy that space.

I have been familiar with Yoga Home and have known Keri Hanlon since 2014. Her support to the community and the residents is second to none. Through her many fundraisers, she supports those in need with-in Conshohocken, she routinely partners with other Conshohocken businesses and is involved in many Conshy events. Her "Community Care" classes are offered on a sliding scale with the idea that yoga is not limited to only those who can afford it.

Considering other uses for that space, I believe Yoga Home to be ideal. It's my belief the street parking around 8th and Hallowell is able to absorb the few additional cars this business will bring to the neighborhood. These few cars will be moved every 60 minutes or so but most importantly there will be no overnight parking which is what impacts our parking most.

It is important when making this decision we recognize the many things Yoga Home has done and will continue to do for our borough. The residents of E.8th Ave would be blessed to have a business like this in our neighborhood.

Thank You,

Margaret (Peggy) Lee
214 E. 8th Ave
Conshohocken, PA 19428

Pete & Pat Crippen

301 E 8th Avenue

Conshohocken, PA

To the Conshohocken Zoning Board:

I am writing in reference to the measure to approve the request to allow Yoga Home, owner Kerri Hanlon, to operate a yoga studio at 148 E. 8th Avenue. As a home owner on E. 8th Avenue I believe this would be a fine addition to the neighborhood. As I understand the business plan for the studio at this location, I feel certain any concern about noise, traffic and parking would not be an issue. In fact, because of this great location and so many of the members are local, most people would walk to and from. Above all, this is a respectful community that would be considerate of the neighboring residents and lend to the warm and welcoming feel of our Conshohocken community.

Respectfully,

A handwritten signature in cursive script that reads "Pat Crippen". The signature is written in black ink and is positioned above the printed name.

Pat Crippen

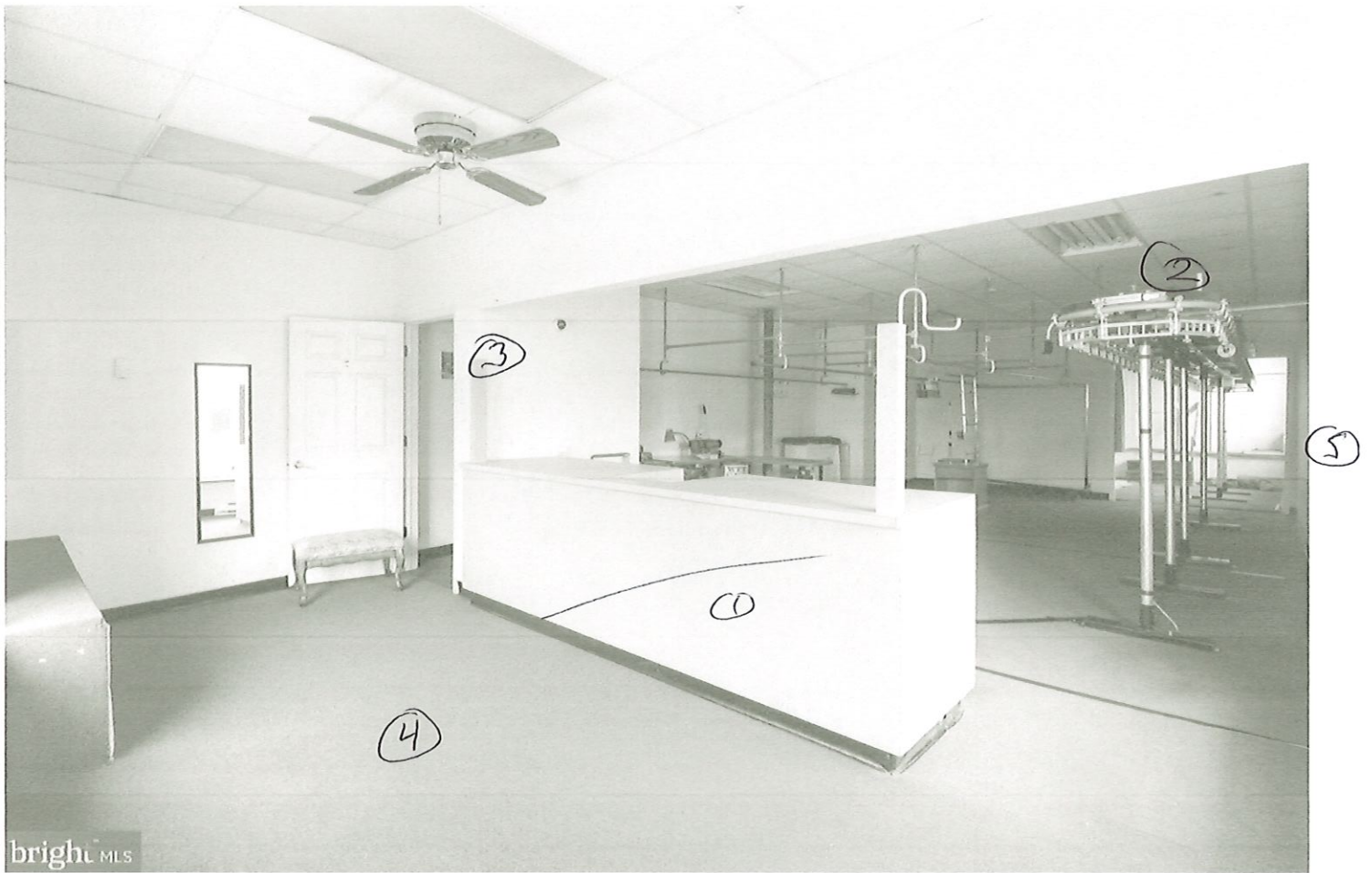
148 E. 8th Ave.



Interior View from corner at 8th & Hallowell (Front Room)

Current changes done by Owner, not reflected in photo:

- ① Desk has been removed
- ② Dry Cleaning rack has been removed



Proposed Changes by Tenant

- ③ Removal of closet (non-weight bearing)
- ④ New flooring
- ⑤ Removal of window AC unit & installation of new HVAC

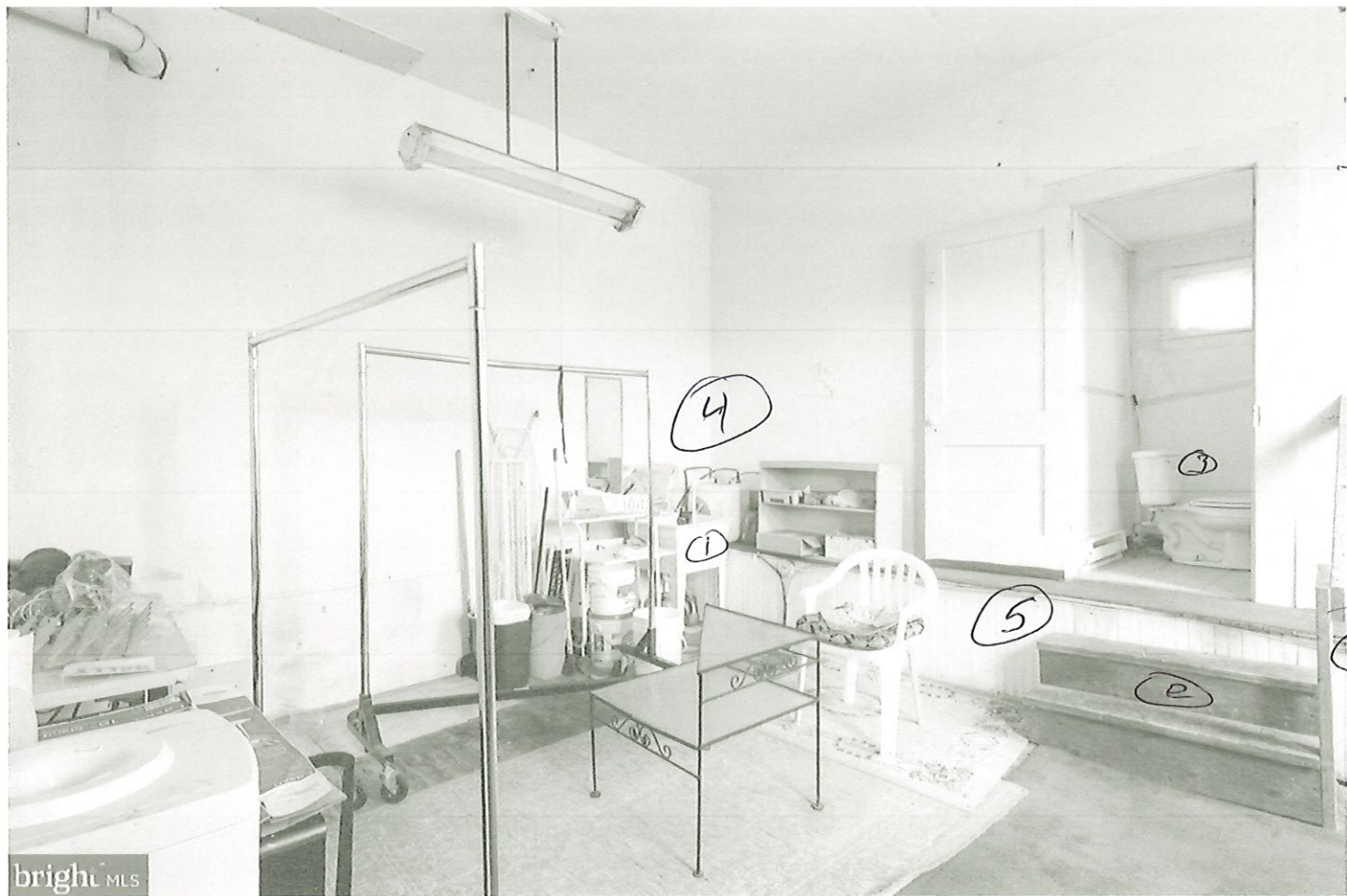
Interior View - Back Room

Current changes done by Owner, not reflected in photo

① Removal of all items, including utility sink

② Removal of stairs & bannister

③ New bathroom (toilet, sink) installed



Proposed changes by tenant

④ Addition of ADA bathroom

⑤ New platform/stairs for 2nd bathroom access

⑥ Current back door is not operational, entry is sealed. Tenant is exploring options for creating new doorway/entry way as second entrance.



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Robert Stokley, Senior Member
Anita Barton, Member
James Griffin, Member
Jane Flanagan, Member
Karen Tutino, Member

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: December 3, 2021
To: Stephanie Cecco, Brittany Rogers
From: Eric P. Johnson, PE
Re: 148 E. 8th Ave – Zoning Determination – Z-2021-21

History of the Site:

148 E. 8th Ave is an existing non-conforming mixed-use property located at the corner of E. 8th Ave and Hallowell St in the BR-1 – Borough Residential One zoning district. The ground floor was occupied by a dry cleaners until its closure in 2021 and its currently vacant. The second and third floors are occupied by residential units.

Current Request:

The applicant, Kerri Hanlon/Yoga Home, proposes to convert the first floor of the building from the current dry cleaner use to a yoga studio use. Yoga Home, who previously had a studio at 424 E. Elm St, proposes to operate by appointment only yoga classes with 5-15 students per session. No exterior building modifications are proposed except for alterations to the doorways.

Zoning Determination:

Per 27-703.B(1), a nonconforming use may be changed to another nonconforming use which is equally appropriate or more appropriate to the district in which the property is located and is no more detrimental than the existing nonconforming use as a special exception by the Zoning Hearing Board. The existing property is a nonconforming mixed-use commercial and residential property in the BR-1 residential zoning district. The proposed change of use on the ground floor from a dry cleaner to a yoga studio constitutes a change of a nonconforming use, requiring a special exception granted by the Zoning Hearing Board.

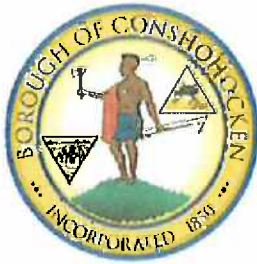
The applicant will need to demonstrate to the satisfaction of the Zoning Hearing Board that the proposed use as a yoga studio is no more detrimental than the existing use of the property.

BEFORE THE ZONING HEARING BOARD OF THE BOROUGH OF CONSHOHOCKEN
APPLICATION OF KERRI HANLON, OWNER, YOGA HOME
RE: 148 E. 8TH AVENUE

HEARING EXHIBITS

EXHIBITS:

- A-1 Zoning Application
- A-2 Lease
- A-3 Google Aerial
- A-4 Photographs of subject property
- A-5 Letters in support (10)
- A-6 Letter from landlord



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

Zoning Application

Application: Z-2021-21
Date Submitted: 11-12-21
Date Received: 11-16-21

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-703 B. (1) change from one non-conforming use to another non-conforming use

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

148 E. 8th Avenue, Conshohocken, PA

4. Applicant's Name: Kerri Hanlon, Owner, Yoga Home

Address: _____

Phone Number (daytime): 610-716-1551

E-mail Address: kerri@ouryogahome.com

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

6. Property Owner: Jacob & Soon A and Jonathan E. Kim

Address: 1215 Charter Lane, Ambler, PA 19002

Phone Number: _____

E-mail Address: s007piano@gmail.com

7. Lot Dimensions: n/a Zoning District: BR-1

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

Yes No If yes, please describe.

Former use of ground floor as a dry cleaner is an existing non-conforming use.

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

Space (ground floor) is currently vacant.

10. Please describe the proposed use of the property.

Yoga studio

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

Space will be outfitted as yoga studio, including new rear entry doorway (two exits) and addition of ADA bathroom. Improvements also include new HVAC, lighting, floor covering and paint.

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

Yoga Home is an established community business, operating since 2014, providing yoga and meditation classes. After closing due to the pandemic, we're seeking new space to be of service to our community. Classes are by appointment only with limited number of students in each class. History shows we have a large community that walks to class, which minimizes parking needs. All classes are indoors, with noise kept inside the studio.

Our former space at 424 E. Elm Street was significantly larger, with 2 studios and a community gathering space. We are transitioning to a smaller space to create a more intimate experience. While previously we may have had upwards of 60 people in space at peak times, we anticipate class size will be 5-15 students with COVID protocol, possibly more at a later time. Our business hours will typically be classes M-F 9:30am, noon, 6pm and 7:30pm, with possible 6 am classes a few days/week. Weekend classes will be 9am-12pm, with possible afternoon specialty programming. We share this level of detail to demonstrate our interest is being transparent with our business plan to demonstrate we believe we can minimize concerns about noise and parking.

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

a. The unique characteristics of the property: n/a

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

c. How the proposal is consistent with the character of the surrounding neighborhood.
n/a

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

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

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

n/a

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

n/a

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

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

n/a

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

n/a

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

n/a

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

a. Attorney's Name: Geroge J. Ozorowski, Esquire

b. Address: 1250 Germantown Pike, #205, Plymouth Meeting, PA 19462

c. Phone Number: 484-805-0007 or 610-279-6800 ext. 3

d. E-mail Address: gjo@hkolaw.com

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

DocuSigned by:
Kerri Hanlon
5D0DESAB9CE047B...

Kerri Hanlon
Applicant

Soon Kim
Legal Owner

dotloop verified
11/09/21 5:31 PM PST
PTFG-92NS-5QGQ-MGFO

November 9, 2021
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

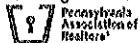
As subscribed and sworn to before me this 11/10/2021 day of _____, 20____.

HRS Sharma

Commonwealth of Pennsylvania - Notary Seal
HANS R. SHARMA, Notary Public
Montgomery County
My Commission Expires December 20, 2024
Commission Number 1149970

Notary Public

(Seal)



COMMERCIAL LEASE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
TENANT(S): Half Full LLC - DBA Our Yoga Home	LANDLORD(S) Soon Kim
Authorized Signer TENANT'S PRINCIPAL PLACE OF BUSINESS: 	Authorized Signer Jonathon Kim LANDLORD'S PRINCIPAL PLACE OF BUSINESS:
TENANT'S EMAIL ADDRESS: kerri@ouryogahome.com	LANDLORD'S EMAIL ADDRESS: soo7piano@yahoo.com

PREMISES	
A portion of the real property known as Suite Number(s) _____, 1st _____ floor(s), consisting of approximate-ly 1000 _____ square feet and located at 148 East 8th Avenue, 1st Floor, Conshohocken PA 19428	
Unit _____	
ZIP _____, in (Conshohocken _____), County of Montgomery County _____, in the Commonwealth of Pennsylvania, with improvements consisting of _____	

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) KW Commercial Company Address 728 _____ S Broad St Philadelphia _____ PA 19146 Company Phone 215.607.6007 Company Fax _____ Broker is (check only one): <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) Beau McGettigan Direct Phone(s) _____ Cell Phone(s) 484.459.7882 Fax _____ Email bmack@kwcommercial.com Licensee(s) is (check only one): <input type="checkbox"/> Tenant Agent (all company licensees represent Tenant) <input checked="" type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Tenant) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) Keller Williams Philly Company Address 728 S. Broad Street, Philadelphia, PA 19146 Company Phone 215.607.6007 Company Fax _____ Broker is (check only one): <input type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) Lauren Jacober/David Snyder Direct Phone(s) _____ Cell Phone(s) 215.687.2462 Fax _____ Email Lauren@centercitylistngs.com Licensee(s) is (check only one): <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.	
By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	

Tenant Initials: _____

Landlord Initials: _____

1. LEASE DATE AND RESPONSIBILITIES

For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated 11/09/2021

2. DEFINITIONS

- (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity, security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the payment of Base Rent.
- (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.
- (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas and amenities of the Premises as set forth in Paragraph 7.
- (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with provisions of insurance for Landlord's Premises.
- (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as Landlord.
- (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and landscaping as set forth in Paragraph 7.
- (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments, whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.
- (H) "Rent" shall mean the total sums due and payable to Landlord.
- (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges and powers as he would have possessed had he originally signed this Lease as Tenant.

3. STARTING AND ENDING DATES OF LEASE (also called "Term")

- (A) The Commencement Date shall be (select one):
 - Substantial Completion: _____
 - Occupancy Date: _____
 - Signing Date: 11/09/2021
 - Rent Commencement Date: 02/01/2022
 - Other: _____

Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the Commencement Date.

- (B) The Term of this Lease shall begin on the Commencement Date and expire on 01/31/2025 ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any.

- (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use without material interference with Tenant's business activities.

4. RENEWAL TERM

- (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant" and the provisions of Paragraph 32 shall apply.

- (B) Option 1 - Automatic Termination
This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or renewal of the Lease prior to the last day of the Term ("Renewal Term").

- (C) Option 2 - Automatic Renewal
 - 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for additional month(s) (3 if not specified) OR additional year(s) (1 if not specified) ("Renewal Term").
 - 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less than ^{DS} days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

Tenant Initials: [Signature]

Landlord Initials: [Signature] 11/09/21 5:31 PM PST doLoop verified

61 (D) Option 3 - Tenant's Option to Renew

62 Landlord and Tenant agree that Tenant has the right to exercise 1 - Two yr option(s) (1 if not specified) to extend the Lease, pro-
63 vided Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term
64 identical to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than _____ days (60
65 if not specified) written notice of Tenant's intention to exercise its option to renew the Lease.

66 (E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.

67 (F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.

68 (G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the
69 Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in
70 condition due to fire or other casualty.

- 71 1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant
72 may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improve-
73 ments shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures,
74 heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed
75 to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf
76 of Tenant at any time.
- 77 2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to
78 Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspec-
79 tion, Landlord shall provide Tenant with written notice within _____ days (10 if not specified) of such inspection setting forth
80 those conditions for which Tenant is responsible to repair or restore under the Lease.
- 81 3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires
82 Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the
83 repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has
84 completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual
85 costs of repairs and restorations.

86 5. BASE RENT

87 (A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.

88 (B) Base Rent shall be paid in monthly quarterly annual other: _____ installments of
89 \$1550 on or before the 1 day of each month quarter other: _____ ("Due Date").

90 (C) Base Rent shall be calculated as \$ _____ /sq. ft. OR \$ 1550 per month
91 amounting to Base Rent of \$ 18,600 (U.S. Dollars) per year.

92 If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base
93 Rent owed to Landlord will be no more than 5 % or \$ _____ in each instance and,
94 following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless
95 otherwise stated here: Will take effect at renewal date

96 (D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within 10 days (5 if not speci-
97 fied) of the Due Date shall be subject to a late charge of _____ % of the installment due or \$ 75 ("Late Charge").

98 (E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against
99 the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that
100 is currently due.

101 (F) Landlord will accept the following methods of payment: Cash Money Order Personal Check Credit Cards (addition-
102 al fees may apply) Cashier's Check Other: _____, Landlord, at Landlord's sole discretion, reserves
103 the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit
104 card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.

105 (G) Tenant will pay a fee of \$ 50 for any payment that is returned or declined by any
106 financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late
107 Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

108 6. SECURITY DEPOSIT

109 (A) A security deposit of \$ 1550 will be paid in U.S. Dollars to Landlord or Landlord's representative, and held
110 in escrow by Landlord or Landlord's representative as named here: _____

111 (B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in this
112 Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages
113 for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the
114 Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.

115 (C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within _____ (60 if not specified) days after this
116 Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.

117 (D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the
118 Security Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a
119 Security Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the
Lease.

120 Tenant Initials: /

Landlord Initials: /
dotloop verified

121 **7. ADDITIONAL RENT**

122 (A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:

- 123 Common Area Maintenance (CAM)
- 124 Improvements
- 125 Real Property Taxes
- 126 Operating Expenses

127 (B) Tenant's pro rata share of CAM expenses are 0 _____% (100 if not specified) of the total cost. Upon demand for payment,
128 Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant
129 is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.

130 (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, util-
131 ities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses
132 included in CAM will be paid by Tenant according to Paragraph 7(B), above.

133 Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.

134 **8. PAYMENT SCHEDULE**

	Total Due	Due Date	Paid	Balance Due
136 (A) First month's Base Rent:	\$1550	11/15/2021	\$	\$1550
137 (B) Security Deposit:	\$1550	11/15/2021	\$	\$1550
138 (C) Additional Rent:	\$1550	11/15/2021	\$	\$1550
139 (D) Other:	\$		\$	\$
140 TOTALS:	\$4650		\$	\$4650

141 **9. SIGNS**

142 (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with,
143 and if needed, be approved by, Conshohocken Borough (municipality) and any other necessary government-
144 tal authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign,
145 including colors, for Landlord's approval.

146 (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole
147 cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease,
148 and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs
149 and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

150 **10. LANDLORD'S REPRESENTATIONS**

151 Landlord warrants and represents that:

- 152 (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power
153 and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
- 154 (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions
155 or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument
156 or document to which Landlord is a party.
- 157 (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly
158 have, hold and enjoy the Premises.
- 159 (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and
160 sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

161 **11. ACCEPTANCE; POSSESSION**

162 (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets
163 Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms
164 of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.

165 (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a
166 previous occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During
167 the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to
168 pay Rent, shall be suspended.

169 (C) If Tenant cannot take possession within _____ days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:
170 1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base
171 Rent until Property is available; OR
172 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further
173 liability on the part of Landlord or Tenant.

174 **12. GOVERNMENTAL REGULATIONS**

175 Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of
176 all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force
177 at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in
178 the foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make
179 pursuant to other provisions of this Lease.

180 Tenant Initials: /

Landlord Initials: /

131 **13. TENANT'S USE AND COVENANTS**

- 132 (A) Tenant shall use the Premises only for Yoga Studio
133
134 and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In
135 the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so,
136 subject to Landlord's prior written consent.
- 137 (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious
138 substance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq.,
139 or any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous
140 under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and
141 hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This
142 indemnification is intended to survive the expiration or other termination of this Lease.
- 143 (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any govern-
144 mental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting
145 Tenant's use and occupancy of the Premises or the business conducted therein.
- 146 (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this
147 Lease, shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents
148 may, after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.
149 Rules and Regulations for use of the property and common areas are attached and made part of this Lease.
- 150 (E) Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights
151 of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objec-
152 tionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any
153 waste in, on or about the Premises.

154 **14. ASSIGNMENT AND SUBLETTING**

- 155 (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any
156 part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents
157 and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.
- 158 (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest
159 shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all
160 payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.
- 161 (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instru-
162 ment in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee
163 or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

164 **15. TENANT'S ALTERATIONS AND REPAIRS**

- 165 (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld,
166 conditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent
167 of Landlord, make minor improvements or repairs to the interior of the Premises provided that:
- 168 1. Each repair costs no more than \$ 500 (\$1,000.00 if not specified),
 - 169 2. They do not impact the structural strength, integrity, operation or value of the building, AND
 - 170 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property,
171 improvements, or land.
- 172 (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in con-
173 nection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termi-
174 nation of the Lease.
- 175 (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises
176 and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the
177 Term or any Renewal Term.
- 178 (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all
179 or any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from
180 the Premises, Tenant shall repair all damage caused by installation and removal.
- 181 (E) All work shall be performed in a workmanlike manner.

182 **16. MECHANICS' LIENS**

- 183 (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addi-
184 tion, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall,
185 within _____ days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled
186 and discharged of record.
- 187 (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and
188 defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs)
189 arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

190 Tenant Initials: /

Landlord Initials: /
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2.41 necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance
2.42 policy at the time of the contest.
2.43 (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at
2.44 once.

2.45 **17. LANDLORD'S RIGHT TO ACCESS**

2.46 In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.
2.47 (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish
2.48 Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set
2.49 forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide
2.50 Landlord with any keys and/or passcodes necessary to enter the Premises.
2.51 (B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable
2.52 notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this
2.53 Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs;
2.54 and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the
2.55 examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.
2.56 (C) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time and reason for the visit. In
2.57 emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there
2.58 and for what purpose within _____ hours (24 if not specified) of the visit.
2.59 (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions
2.60 to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or
2.61 failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord
2.62 agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency
2.63 work or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable
2.64 manner at reasonable times, subject to the limitations contained herein.
2.65 (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to
2.66 renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or
2.67 near the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such
2.68 information as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of
2.69 the Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they
2.70 are accompanied by Landlord or Landlord's representative.

2.71 **18. INDEMNIFICATION**

2.72 (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify
2.73 Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on neg-
2.74 ligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal
2.75 or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect
2.76 of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to
2.77 Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises
2.78 may owe.
2.79 (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemni-
2.80 fy, defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or
2.81 equitable, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts
2.82 or omissions of Landlord, its employees, agents, licensees or contractors.
2.83 (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to
2.84 the expiration or such earlier termination of the Term or exercised Renewal Term.

2.85 **19. INSURANCE**

2.86 (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries
2.87 to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No
2.88 later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that
2.89 the Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage
2.90 throughout the Term of this Lease, and any Renewal Term(s).
2.91 (B) Such insurance shall include Landlord as an additional insured and shall require at least _____ days (30 if not specified) advance
2.92 written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an
2.93 amount not less than \$ _____ (\$1,000,000.00 if not specified) in the aggregate. The policy
2.94 or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of
2.95 Landlord or Tenant, and for payment of claims on an occurrence basis.
2.96 (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fix-
2.97 tures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such as
2.98 determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair or

2.99 Tenant Initials:

DS
[Signature] / []

Landlord Initials:

[Signature] / []
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300 replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold
301 improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.
302 (D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards rec-
303 ommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant
304 to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that
305 no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set
306 forth here:
307 _____
308 _____

309 (E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or
310 with NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or
311 neglect to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that
312 may be charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause
313 any increase in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance
314 carried on the structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended
315 coverage insurance premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums
316 are increased. Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received
317 concerning changes in rates.

318 **20. DESTRUCTION OR DAMAGE**

319 (A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without
320 limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming
321 under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged por-
322 tions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant's property therein or
323 improvements or alterations made by Tenant). If, however, in Landlord's reasonable judgment, the damage would require more
324 than _____ days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord
325 anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay
326 the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a
327 termination date not less than _____ days (30 if not specified) after its receipt by Tenant.

328 (B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable
329 time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended
330 while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not
331 to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.

332 (C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity
333 of repairing any portion of the Premises, or improvements thereon, the interruption and the use of the Premises, or the termination
334 of this Lease by reason of the destruction of the Premises.

335 **21. FORCE MAJEURE**

336 If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war, fire
337 or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or equip-
338 ment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, declaration
339 of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused for the
340 period of such delay. This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of Rent
341 or any other amounts required under this Lease.

342 **22. CONDEMNATION/EMINENT DOMAIN**

343 (A) _____ In an instance of total condemnation, where all of the
344 property is taken through an exercise of the power of eminent domain, this Lease shall terminate on the date when possession of
345 the property was acquired by the condemning authority. The right to terminate this Lease under this Paragraph may be exercised
346 by either party so notifying the other party in writing not later than _____ days (30 if not specified) prior to such date.

347 (B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned
348 portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or
349 liability under this Lease or to the other where only part of the Premises is taken and:

- 350 1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to
351 repay any mortgages encumbering improvements on the property, OR
- 352 2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially
353 unreasonable to continue leasing all or a portion of the remaining space and the improvements.

354 (C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion
355 of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability
356 under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant
357 to continue its business within the Premises.

358 Tenant Initials: D8
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Landlord Initials: SK
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359 (D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is
360 delivered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area
361 of the Premises.

362 (E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business reloca-
363 tion damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce
364 the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect
365 to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all
366 claims for leasehold damages and diminution in value of Tenant's leasehold estate.

367 **23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; ESTOPPEL CERTIFICATES**

368 (A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter
369 placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to
370 Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mort-
371 gagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale,
372 or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser
373 as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of
374 this Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue
375 in full force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a
376 non-disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee.

377 (B) Tenant shall, from time-to-time, execute and deliver within _____ days (5 if not specified) following receipt of a request
378 from Landlord or Landlord's mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant's
379 agreement to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgagee may, at any time, subordinate
380 its mortgage to this Lease, without Tenant's consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed
381 prior to such mortgage without regard to their respective dates. The term "mortgage" includes mortgages, deeds of trust, or similar
382 instruments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.

383 (C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute,
384 a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.

385 **24. DEFAULT**

- 386 (A) Any of the following events shall constitute a default under this Lease by Tenant:
- 387 1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within _____ days (10 if
 - 388 not specified) after written notice by Landlord to Tenant that such sum is past due.
 - 389 2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
 - 390 3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.
 - 391 4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency
 - 392 law.
 - 393 5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed
 - 394 within sixty (60) days.
 - 395 6. Tenant is adjudicated bankrupt.
 - 396 7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this
 - 397 Lease.
 - 398 8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or
 - 399 any of Tenant's property on the Premises that is not insured.

400 (B) If Landlord fails to observe or perform any of Landlord's obligations as set forth in this Lease and Tenant has given Landlord not
401 less than _____ days (30 if not specified) written notice of the default, or if the default is of a character so that more than _____
402 days (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from
403 Tenant, then after such _____ days (30 if not specified) notice, Tenant shall have the right, but not the obligation, to cure the
404 default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available
405 legal process.

406 **25. NOTICE OF DEFAULT**

407 (A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A)(2), (4),
408 (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or
409 has violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall so notify
410 Tenant in writing.

411 (B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within _____ days (30 if not specified)
412 after receipt of written notice, or if more than such _____ days (30 if not specified) are required to correct with reasonable diligence
413 the matter(s) complained of in such notice, Tenant shall begin to correct them within such _____ days (30 if not specified) and
414 pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof.
415 Tenant shall diligently follow through with such correction(s) to conclusion.

416 Tenant Initials:

DS
[Handwritten initials] []

Landlord Initials:

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417 (C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide writ-
418 ten notice within _____ business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than
419 _____ times (2 if not specified) in any _____ -month (12 if not specified) period, and such payment shall include the Late Charge(s).

420 **26. WAIVER OF NOTICE**

421 Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice deliv-
422 ered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

423 **27. RIGHT TO CURE**

424 If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to
425 Landlord's other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and
426 possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default
427 and Tenant shall have failed within _____ days (30 if not specified) following receipt of said notice to cure or diligently pursue the
428 cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of
429 Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys' fees) incurred by Landlord with respect to such
430 default and, if Landlord so elects, Landlord's efforts to cure the same.

431 **28. ALTERNATIVE DISPUTE RESOLUTION**

432 (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims
433 and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding
434 arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7301, et seq., and other related laws of
435 the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit
436 disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights
437 to do so.

438 (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the
439 local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share
440 all expenses of mediation equally.

441 (C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration
442 and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel"
443 that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a
444 neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In
445 order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within
446 a reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbi-
447 tration, then the arbitration will be held at the local courthouse.

448 **29. LANDLORD'S REMEDIES**

449 (A) **CONFESSION OF JUDGMENT/EJECTMENT - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE**
450 **DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE**
451 **LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE**
452 **EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS**
453 **JUDGMENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING**
454 **UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY**
455 **LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT**
456 **WARRANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS**
457 **MAY ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR**
458 **ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND**
459 **THE POSSESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE**
460 **THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT**
461 **AGAINST TENANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER**
462 **POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS**
463 **LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES**
464 **OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH**
465 **OF ANY CONDITION OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON**
466 **THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.**

467 (B) **AFFIDAVIT REQUIRED - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED**
468 **IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS**
469 **NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE**
470 **CONCLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT**
471 **BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM**
472 **OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.**

473 (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set
474 forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or
475 elsewhere, from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

476 Tenant Initials: /

Landlord Initials: /
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477 (D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's
478 obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect,
479 and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant.
480 Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such
481 payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such
482 acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord
483 with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

484 **30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD**

485 All terms, covenants, agreements and conditions to be performed by Tenant under this Lease shall be performed by Tenant at
486 Tenant's sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this
487 Lease, or if Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall
488 continue beyond any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from
489 any of Tenant's obligations, make such payment or perform such task or other act on Tenant's behalf. All sums paid or incurred by
490 Landlord and all incidental costs thereto (including reasonable attorneys' fees) shall be Tenant's sole cost and responsibility, and
491 shall be deemed Additional Rent.

492 **31. ABANDONMENT**

493 (A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant's goods and effects,
494 and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord
495 peacefully and quietly.
496 (B) Goods and effects not removed by Tenant after termination of this Lease, or within _____ hours (72 if not specified) after a
497 termination by reason of Tenant's default, shall be considered abandoned.
498 (C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose of
499 the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant.
500 Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or dis-
501 posing of Tenant's goods and effects, which obligation shall survive the termination or expiration of this Lease.

502 **32. HOLDING OVER**

503 (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior
504 written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration
505 of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary
506 maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord
507 or Tenant upon _____ days (30 if not specified) written notice by either party to the other party.
508 (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such
509 unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to _____ %
510 (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit
511 any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention
512 create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect
513 shall remain in effect.

514 **33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS**

515 Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other
516 rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not
517 waive Landlord's right to collect the same by any other proceeding.

518 **34. RECORDING**

519 Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

520 **35. TENANT'S JOINT AND SEVERAL LIABILITY**

521 If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign
522 this Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent,
523 pay Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several.
524 If Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or
525 general law, subject to personal liability, the liability of each such member shall be joint and several.

526 **36. TRANSFER OF LANDLORD'S INTEREST; LIMITATION TO LIABILITY**

527 (A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in
528 the property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful
529 completion of the sale or other transfer of Landlord's interest in the property, Landlord shall be released and discharged from all
530 covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.
531 (B) Liability of Landlord under this Lease shall be limited to its interest in Landlord's property, and any judgment against Landlord
532 shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give
533 rise to any right of execution or levy against any of Landlord's other assets.
534 (C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-

535 Tenant Initials:

[Signature]	
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Landlord Initials:

[Signature]	
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536 gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies
537 by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.

538 (D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

539 **37. TIME IS OF THE ESSENCE**

540 All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

541 **38. CHOICE OF LAW**

542 This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

543 **39. ATTORNEYS' FEES**

544 If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any
545 dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days
546 after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys' fees and legal costs incurred.

547 **40. CONSTRUCTION**

548 (A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also
549 include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All
550 references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and
551 permitted assigns.

552 (B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, wher-
553 ever reasonable, to include Tenant's agents, employees, officers and assigns.

554 **41. HEADINGS**

555 The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the
556 sections that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

557 **42. SUCCESSORS AND ASSIGNS**

558 Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding
559 upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When
560 more than one party shall be Tenant under this Lease, or "Tenant" wherever used in this Lease shall be deemed to include all Tenants,
561 jointly and severally.

562 **43. BROKERS**

563 It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any
564 officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable,
565 either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that
566 arise from the breach, default or non-performance thereof.

567 **44. LEASE INTERPRETATION; PRIOR REPRESENTATION**

568 (A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to
569 be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due
570 to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of
571 negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

572 (B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which
573 either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the
574 extent that such agreements and representations have been incorporated into this Lease.

575 **45. SEVERABILITY**

576 If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally
577 judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the
578 invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree
579 that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or
580 provision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

581 **46. RIGHTS CUMULATIVE**

582 Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease
583 shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or in equity.

584 **47. EXECUTION AND COUNTERPARTS**

585 This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts
586 together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and
587 exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

588 **48. ENTIRE AGREEMENT**

589 This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to
590 Landlord's Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between
591 them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, dis-
592 charged or terminated orally, but only by an instrument in writing signed by the parties.

593 **49. AUTHORITY**

594 (A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized

595 Tenant Initials:

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Landlord Initials:

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596 and validly existing _____ (nature of entity) under the laws of _____ (state), that
597 Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to
598 enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.

599 (B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and
600 validly existing Yoga Studio _____ (nature of entity) under the laws of Pennsylvania _____ (state), that
601 Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter
602 into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

603 50. NOTICES

604 (A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal
605 service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express
606 carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address fur-
607 nished in writing by any of the foregoing:

608 TO TENANT:

611 TO LANDLORD:

614 (B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a
615 complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

616 51. SPECIAL CLAUSES

617 (A) The following are part of this Lease if checked:

- 618 Change of Lease Terms Addendum (PAR Form CLT)
- 619 Floorplan of Premises
- 620
- 621

622 (B) Additional Terms:

- 623 -Tenant and Landlord agree to that this Lease is contingent upon the Lessee obtaining final unappealed zoning relief and final unappealed
- 624 permits from Conshohocken Borough to utilize the Premises as the intended business of a yoga studio by no later than February 20th, 2022
- 625 -The Tenant and Landlord also agree that during the period in which the Lessee is pursuing said permits, the Lessor may continue to market the
- 626 property and if an alternate offer is presented and accepted deposits will be returned within ten days of the notice, and this Lease shall be void.
- 627 -The Tenant is responsible for electricity in the leased premises and will transfer service in the business name prior to the rent commencement
- 628 date or when construction begins at the property.
- 629 -Included in the rent payment at no additional charge are insurance (property), trash, taxes.
- 630 -Lessee shall purchase and maintain insurance and have the Landlord named on the policy "Soon Kim."
- 631 -Tenant is responsible for all general maintenance and repairs to the leased premises that do not exceed \$500 per incident. The Landlord is
- 632 responsible for all structural elements, including windows, roof, and external doors, unless the cause for damage/repair is due to the Tenant.
- 633 -Tenant is granted three free months of rent during the contingency period.
- 634 -Tenant will be responsible for snow removal on the sidewalks servicing the leased commercial space only, and additional rent of \$50 per month
- 635 to cover water and sewer costs
- 636 -Tenant is not responsible for the decommissioned rear door of the property should an issue arise.

655 Tenant Initials:

Initials box with handwritten initials 'SK' and a signature line.

Landlord Initials:

Initials box with handwritten initials 'SK' and a signature line.

656 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.
657 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have
658 initialed any and all changes made, and identify this Date 10/28/2021 as the "Signing Date" of this Lease.

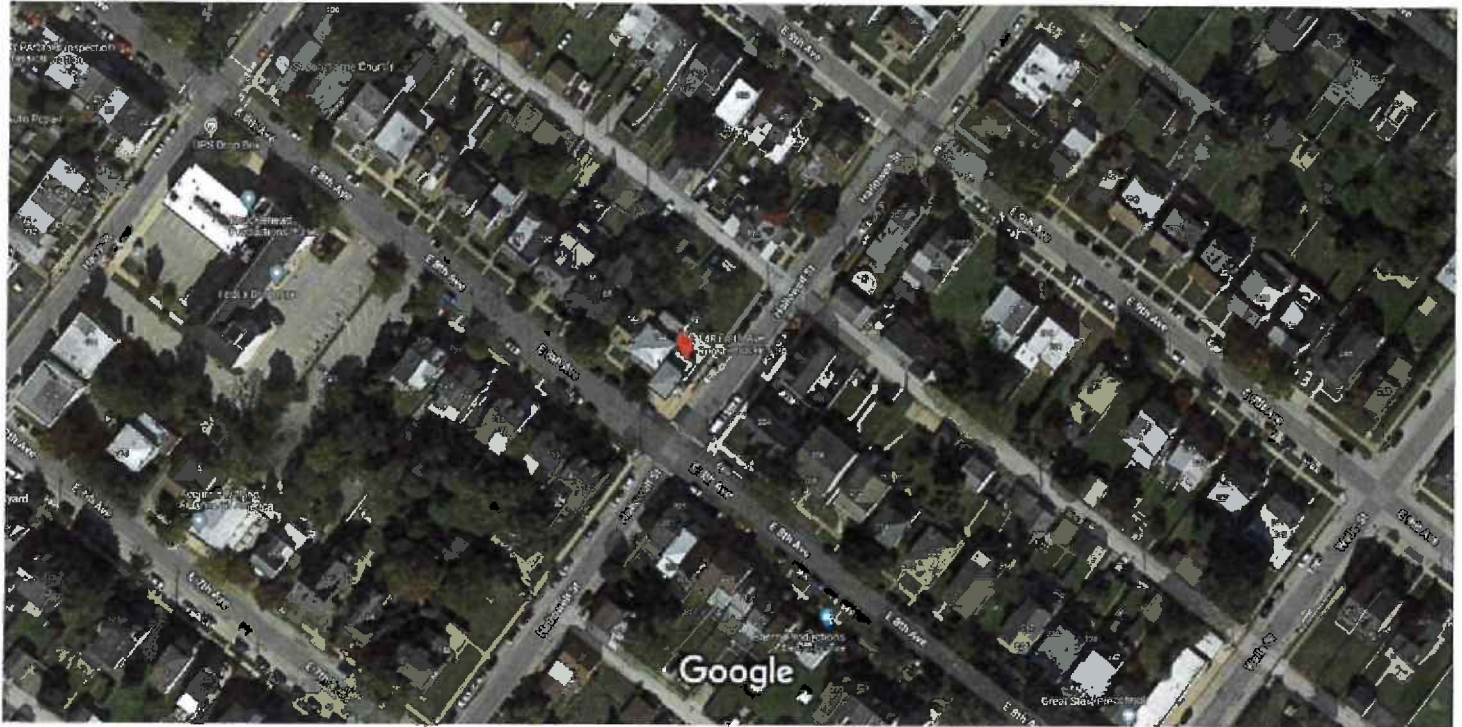
DocuSigned by:
659 TENANT/AUTHORIZED SIGNER Terri Hanton DATE 11/9/2021 | 5:52 PM P
660 Title _____
661 TENANT/AUTHORIZED SIGNER _____ DATE _____
662 Title _____
663 TENANT/AUTHORIZED SIGNER _____ DATE _____
664 Title _____
665 TENANT/AUTHORIZED SIGNER _____ DATE _____
666 Title _____
667 CO-SIGNER _____ DATE _____
668 Title _____
669 CO-SIGNER _____ DATE _____
670 Title _____
671 LANDLORD/AUTHORIZED SIGNER Santha DATE _____
672 Title _____
673 LANDLORD/AUTHORIZED SIGNER _____ DATE _____
674 Title _____

675 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

676 As part of payment received by Landlord _____ (current Landlord) now transfers
677 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
678 other benefits.

679 CURRENT LANDLORD _____ DATE _____
680 Title _____
681 CURRENT LANDLORD _____ DATE _____
682 Title _____
683 NEW LANDLORD _____ DATE _____
684 Title _____
685 NEW LANDLORD _____ DATE _____
686 Title _____

Google Maps 148 E 8th Ave









Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 50 ft



148 E 8th Ave

Building

- 
Directions
- 
Save
- 
Nearby
- 
Send to your phone
- 
Share

 148 E 8th Ave, Conshohocken, PA 19428

Photos

148 E. 8th Ave.

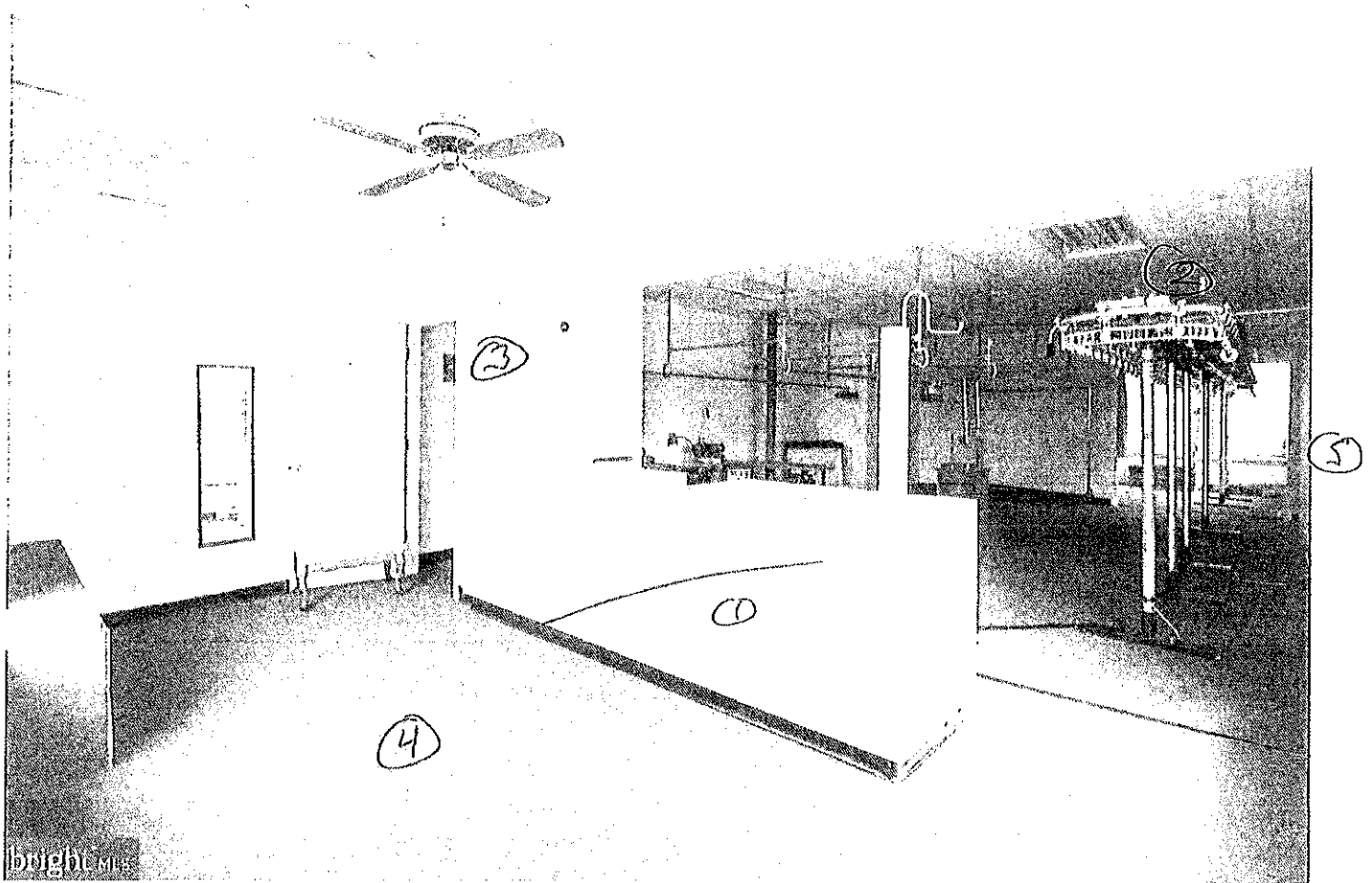
A-4



Interior View from corner of 8th & Hollowell (Front Room)

Current changes done by Owner, not reflected in photo:

- ① Desk has been removed
- ② Dry Cleaning rack has been removed



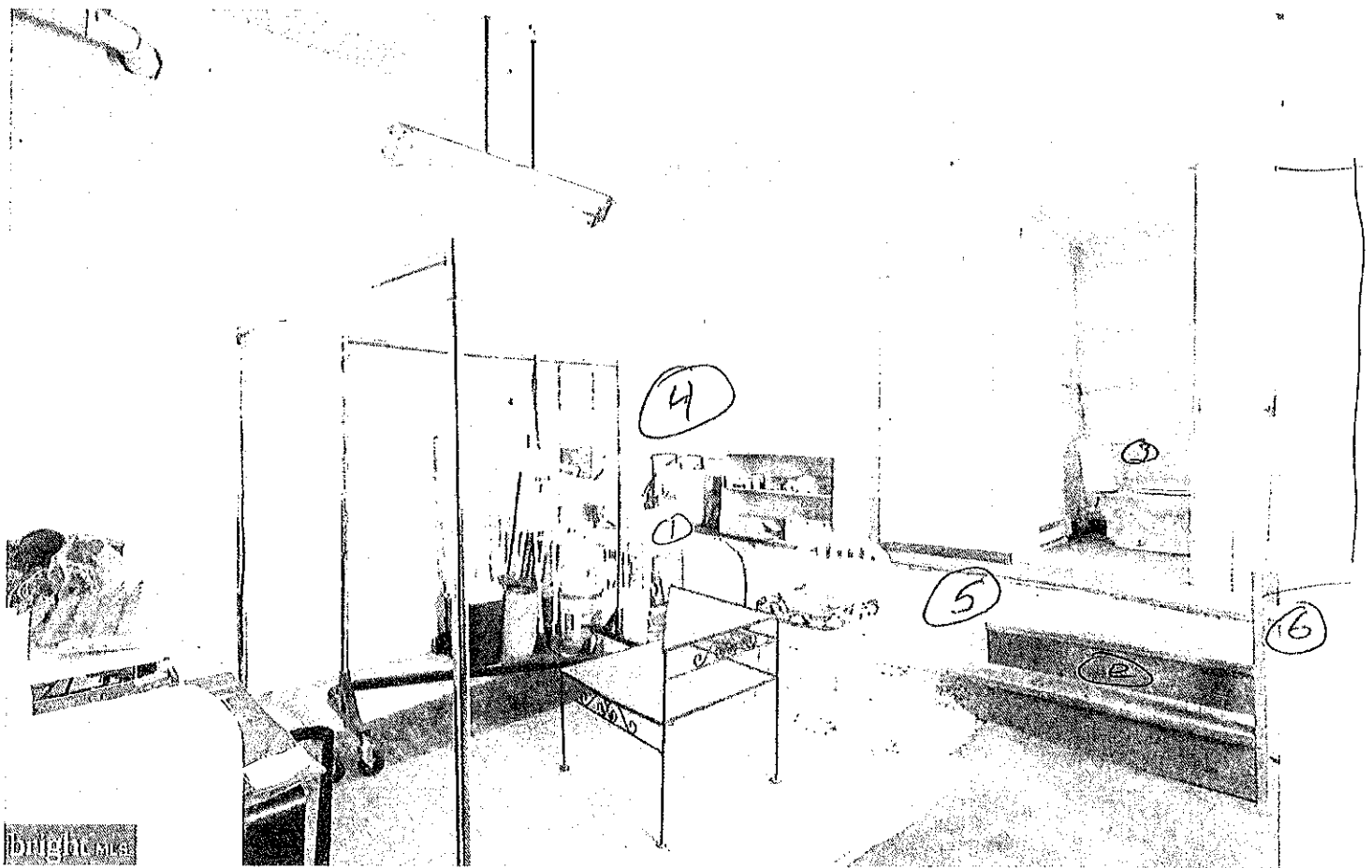
Proposed Changes by Tenant

- ③ Removal of closet (non-weight bearing)
- ④ New flooring
- ⑤ Removal of window AC unit & installation of new HVAC

Interior View - Back Room

Current changes done by owner, not reflected in photo

- ① Removal of all items, including utility sink
- ② Removal of stairs & bannister
- ③ New bathroom (toilet, sink) installed



Proposed changes by tenant

- ④ Addition of ADA bathroom
- ⑤ New platform/stairs for 2nd bathroom access
- ⑥ Current back door is not operational, entry is sealed. Tenant is exploring options for creating new doorway/entry way as second entrance.

*Pete & Pat Crippen
301 E 8th Avenue
Conshohocken, PA*

To the Conshohocken Zoning Board:

I am writing in reference to the measure to approve the request to allow Yoga Home, owner Kerri Hanlon, to operate a yoga studio at 148 E. 8th Avenue. As a home owner on E. 8th Avenue I believe this would be a fine addition to the neighborhood. As I understand the business plan for the studio at this location, I feel certain any concern about noise, traffic and parking would not be an issue. In fact, because of this great location and so many of the members are local, most people would walk to and from. Above all, this is a respectful community that would be considerate of the neighboring residents and lend to the warm and welcoming feel of our Conshohocken community.

Respectfully,

A handwritten signature in cursive script that reads "Pat Crippen". The signature is written in black ink and is positioned above the printed name.

Pat Crippen

East 8th ave

Kira Horning <gausdenk@gmail.com>

Tue 11/23/2021 5:00 PM

To: zoning@conshohockenpa.gov <zoning@conshohockenpa.gov>

Cc: Kerri Hanlon <kerri@ouryogahome.com>

To Whom It May Concern,

I am writing as a neighbor on East 8th who has heard that yoga home is looking to lease a space on our street. Yoga Home has been a wonderful part of the Conshohocken community for many years. When I found out they were looking at the space on the corner of East 8th and Hallowell, I was thrilled to hear we could potentially have such a wonderful business as our neighbor. I Am writing to express my full support of Yoga Home and the zoning changes that might be required to allow them to utilize this space.

Sincerely,

Kira Horning

Sent from my iPhone

On Dec 1, 2021, at 10:15 AM, Kaitlyn Smith <kaitcsmith35@gmail.com> wrote:

Hello all -

I am writing this email to the three of you, Soon (my landlord), Lauren (realtor) and Kerri (potential tenant) to voice my formal support for Yoga Home to have it's new home at 148 E 8th Avenue. I have to admit, I was skeptical at first, just over concerns of how it could potentially disrupt my day-to-day schedule. After reading Kerri's beautifully written letter and corresponding with her via email, I could not be more hopeful for the future of her business. Kerri was very polite, answered any questions I had, and generally gave me peace of mind that my life would not be negatively impacted. I look forward to welcoming Yoga Home to 8th avenue, where I have been a tenant of Ms. Kim's for over three years. Even moreso, I am looking forward to getting back into yoga and taking a class in Kerri's new space.

All the best,

Kaitlyn

Conshohocken Borough
Zoning Board

Re: application for 8th and Hallowell

I am writing to express my full support of Yoga Home's application for a yoga studio to be located at 8th and Hallowell. I live 6 doors away from this space and will be impacted by whatever eventually moves in and I strongly believe Yoga Home is the ideal business to occupy that space.

I have been familiar with Yoga Home and have known Keri Hanlon since 2014. Her support to the community and the residents is second to none. Through her many fundraisers, she supports those in need within Conshohocken, she routinely partners with other Conshohocken businesses and is involved in many Conshy events. Her "Community Care" classes are offered on a sliding scale with the idea that yoga is not limited to only those who can afford it.

Considering other uses for that space, I believe Yoga Home to be ideal. It's my belief the street parking around 8th and Hallowell is able to absorb the few additional cars this business will bring to the neighborhood. These few cars will be moved every 60 minutes or so but most importantly there will be no overnight parking which is what impacts our parking most.

It is important when making this decision we recognize the many things Yoga Home has done and will continue to do for our borough. The residents of E.8th Ave would be blessed to have a business like this in our neighborhood.

Thank You,

Margaret (Peggy) Lee
214 E. 8th Ave
Conshohocken, PA 19428

Dear Mr. Johnson,

My husband and I are residents at 308 E 8th Ave, and we are writing in full support of Yoga Home joining our neighborhood at 148 E 8th Ave. Over the past 5 years or so, we have gotten to know Kerri and her team and would like to express our excitement about the proposition of them moving into this space. They have always shown a true appreciation and love for our community, and it is our turn to do the same. The pandemic was hard on everyone, especially small businesses, but Kerri was quick to offer support in the form of free community care classes and an ever-expanding online library that allowed many to continue their practice when they needed it the most.

Yoga Home is Conshohocken, through and through. They are everything we are looking for in our community and have been a mainstay in our lives since moving to this great town.

We have absolutely no concerns about noise, parking, or any burden on our close-knit neighborhood. Please accept this letter as a full vote of support for Kerri Hanlon and Yoga Home.

Thank you!

Emily Mazza & Bob Montgomery

Sara Croop
137 E 8th Ave
Conshohocken, PA 19428
12/01/2021

To Whom it May Concern:

I believe that Yoga Home will be a wonderful addition to our community on 8th Ave. I have been acquainted with Yoga Home over the past 6 years that I have lived in Conshohocken and participated in many of their classes and events. They are an inclusive, community focused organization that provides quality classes for people of all ages, ability levels, and income. Their community class offerings make yoga accessible to anyone for just a few dollars. I have also been impressed by their commitment to offering classes and providing education to include people of different ability levels.

I believe that Yoga Home will be a healthy gathering place for our local community. Many participants will walk to class, as I always did, which will help alleviate parking concerns. I don't believe that there will be a noise issue as yoga usually involves very minimal noise and doesn't occur late in the evening. I see only positive aspects in adding this business to our block.

Sincerely,
Sara Croop

A new home for Yoga Home

ROBERT SHARP JR <jandb_sharp@comcast.net>

Tue 11/23/2021 6:39 PM

Hello, I am a resident of Conshohocken for 5 years who returned to this area after living in Collegeville for 15 years. I went to Kennedy High School and currently work as a nurse engineer for Main Line Health. When I joined Yoga Home a few years back I felt a sense of community. Healthy lifestyle and connection to others is so important - Yoga Home / Kerri creates space for these ideals. I and many others in the area cannot wait to attend classes and support Kerri in her Zoning Board request.

Jackie Sharp

200 West Elm Street, Suite 1122

Conshohocken PA

To Whom It May Concern,

We own a home at 142 East 8th Ave. which is two doors down from the corner property at East 8th and Hallowell where Yoga Home seeks to open a yoga studio. We have been members of the Yoga Home community ourselves for many years and are fully in support of Yoga Home being permitted to operate out of the relevant property. We are confident that Yoga Home will be a respectful neighbor on the street and have no concerns regarding noise or parking issues. In fact we believe that Yoga Home will be a wonderful addition to the street and the neighborhood, and we hope that their application to the Zoning Board.

Thank you for your consideration,

Beth and Mike Sutton

142 E. 8th Ave.

8th and Hallowell

Lauren Waltz <waltz.lauren@gmail.com>

Sat 11/6/2021 9:49 AM

To: Kerri Hanlon <kerri@ouryogahome.com>

Hi Kerri - got your note in our mailbox about potentially opening the studio on 8th and Hallowell. No concerns here, looking forward to (hopefully) being your neighbor!

Lauren Waltz & Brendan McKinley (you may know us from Conshy Running 😊)

October 28, 2021

Mayor Yaniv Aronson
400 Fayette St
Conshohocken, PA 19428

To Whom It May Concern,

Years before I became Mayor, I was a member of the Yoga Home studio on East Elm St. Through the studio, I was able to find a space of peace, reflection and community, especially as a new resident. Members were encouraged to be active in the borough as the studio supported trail cleanups, mental health advocacy, the community garden, and events for Colonial Neighborhood Council.

As Mayor, I saw the space grow to much more, hosting events for students with special needs, children, and those in need of mental health resources. The studio lived (and lives) by the mantra that "yoga is for every body," and they hold to that with a passion and vigor that is inspiring.

Even as COVID-19 forced the studio to close its physical doors, Kerri and Brian Hanlon successfully build a virtual space with classes, many free to the community, so that neighbors could still connect and nurture their physical health as well as mental need for connection. Yoga Home also remains active in an official capacity by working with the borough to provide yoga at Sutcliffe Park on an ongoing, seasonal basis.

The Hanlons have shown time and again that they support Conshohocken and its residents by donating to local causes, including during our recent, historic September flooding. They are exactly the type of owners, and business, that we want in our borough. I am proud to call them fellow community leaders and friends.

Please reach out if you need any other information,

A handwritten signature in black ink that reads "Yaniv Aronson". The signature is written in a cursive, flowing style.

Yaniv Aronson, Conshohocken Mayor
Resident at 238 W. 4th Ave, Conshohocken

Begin forwarded message:

From: "Carl A. Molt" <molts5@aol.com>
Subject: Zoning Hearing Letter
Date: December 15, 2021 at 11:07:40 AM EST
To: "lauren@centercitylistings.com" <lauren@centercitylistings.com>

Conshohocken Borough Office
 400 Fayette Street
 Conshohocken, Pa. 19428

December 14, 2021

Zoning Board Members,

I am Soon Ae Kim, the owner of 148 E. 8th Ave., Conshohocken. I also own several other residential properties in the Borough of Conshohocken. We purchased these properties in Conshohocken because we saw the great potential for growth and enjoyed the atmosphere of this community. Although I do not live in Conshohocken I have, on many occasions, enjoyed the many Restaurants in the borough as well as the walking trail in the community.

I would like to thank the Board for taking the time to review and consider for approval, the Non-Conforming Use application for a Yoga studio on the first floor of 148 E. 8th Ave... The "Yoga Home" studio is owned and operated by Kerri Hanlon.

Kerri Hanlon and I have communicated several times. I find her to be a well-informed business woman who is dedicated to the people she works with and serves.

The tenants on the 2nd and 3rd floor of 148 E 8th Ave, have spoken to me about the 1st floor of 148 E 8th Ave being occupied by a Yoga Studio. Neither tenant objects to the Yoga Studio occupying the 1st floor. One of the tenants seems anxious to join the Yoga classes.

The Yoga Studio seems to fit in with the commitment the Borough of Conshohocken has toward the health and fitness of its residents, which is evident by the established Parks and Jogging/Biking/Walking trail in the community.

I hope the residents of the neighborhood surrounding 148 E. 8th Ave will utilize and enjoy the Yoga Studio if approved by the Board. The chosen location seems to lend itself to being a convenient place for the residents of the neighborhood to relax and socialize together within walking distance of their homes.

I would like to close by thanking the Borough Administration and the employees for their assistance and cooperation and service to all the residents during the flooding and damage caused by Hurrican Ida this year. I needed your assistance at my property on Elm Street and you gave me the help and comfort I needed during a very trying time. Thank you for everything you did for Us.

Sincerely,

Soon Ae Kim

From: [Kira Horning](#)
To: [Zoning](#)
Subject: Zoning
Date: Thursday, November 4, 2021 10:26:31 PM

Hello,

I am a resident on east 8th ave and had heard Yoga Home is attempting to lease the space on Hallowell and 8th but has to get approval from zoning. I wanted to offer my full support to have this wonderful business as a neighbor and didn't know the best way/ person to communicate that. If you could let me know the best way we can offer letters of support I would appreciate it! Thank you,

Kira Horning

Sent from my iPhone

Pete & Pat Crippen

301 E 8th Avenue

Conshohocken, PA

To the Conshohocken Zoning Board:

I am writing in reference to the measure to approve the request to allow Yoga Home, owner Kerri Hanlon, to operate a yoga studio at 148 E. 8th Avenue. As a home owner on E. 8th Avenue I believe this would be a fine addition to the neighborhood. As I understand the business plan for the studio at this location, I feel certain any concern about noise, traffic and parking would not be an issue. In fact, because of this great location and so many of the members are local, most people would walk to and from. Above all, this is a respectful community that would be considerate of the neighboring residents and lend to the warm and welcoming feel of our Conshohocken community.

Respectfully,

A handwritten signature in cursive script that reads "Pat Crippen". The signature is written in black ink and is positioned above the printed name.

Pat Crippen

Dear Mr. Johnson,

My husband and I are residents at 308 E 8th Ave, and we are writing in full support of Yoga Home joining our neighborhood at 148 E 8th Ave. Over the past 5 years or so, we have gotten to know Kerri and her team and would like to express our excitement about the proposition of them moving into this space. They have always shown a true appreciation and love for our community, and it is our turn to do the same. The pandemic was hard on everyone, especially small businesses, but Kerri was quick to offer support in the form of free community care classes and an ever-expanding online library that allowed many to continue their practice when they needed it the most.

Yoga Home is Conshohocken, through and through. They are everything we are looking for in our community and have been a mainstay in our lives since moving to this great town.

We have absolutely no concerns about noise, parking, or any burden on our close-knit neighborhood. Please accept this letter as a full vote of support for Kerri Hanlon and Yoga Home.

Thank you!

Emily Mazza & Bob Montgomery