



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

Stephanie Cecco
Borough Manager

ZONING NOTICE

MAY 18TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, May 18th, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Web-ex platform. To the extent possible, members of Conshohocken Zoning Hearing Board members, and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER: P & J Poplar, Inc.
72-74 Poplar St., Conshohocken, PA 19428

PREMISES INVOLVED: 72-74 Poplar St., Conshohocken, PA 19428
Borough Residential 2 Zoning District

OWNER OF RECORD: J & P Elm Enterprise, LLC
28 Dechert Rd., Conshohocken, PA 19428

The Petitioner is requesting a Variances from the terms of the Conshohocken Zoning Ordinance Section 27-811.B.

The Petitioner previously installed a freestanding exterior walk-in refrigerator and is now seeking relief from the requirement that accessory structures be installed a minimum of 3 feet way from side property lines.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to zoning@conshohockenpa.gov or calling (610) 828-1092. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Thank you,
Zoning Hearing Board

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

Audio Feed Participation: You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Webex to access the video feed. To access audio, please use the below number and access code/ password information.

- Dial: 1-888-822-7517
- Access Code/Password: 430 557 7 #

We ask that you please keep your phones on mute at all times, unless giving a public comment as set forth in the Public Comment section below.

Video Feed Participation: The public may access the video feed by using the link provided below. *Please note that this will give participants visual only. You must still dial-in in order to get audio of the meeting (see *Audio Feed Participation* section below for further instructions).

VIDEO LINK CAN BE FOUND ON THE BOROUGH OF CONSHOHOCKEN WEBSITE

If this is the first time you have used Webex, the link will direct you to a website to download the Webex application. Please follow the instructions to install the Webex application.

If you have already downloaded the Webex application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Webex application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and restaurant.

Prior to the start of the meeting, you may submit written comments by e-mailing them to Bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov.

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at bmyrsiades@conshohockenpa.gov.

The Borough of Conshohocken Zoning Hearing Board
Entry of Appearance as a Party

I/We _____

Request to be granted party status in Application Z _____.

Applicant: _____

Please print name and address below:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than Wednesday May 13th, 2020)

MAIL:
Borough of Conshohocken
Attn: Bobbi Jo Myrsiades
400 Fayette St.
Conshohocken, PA 19428

E-MAIL:
zoning@conshohockenpa.gov



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Jane Hanagan, Member
Karen Tutino, Member

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: April 30, 2020
To: Stephanie Cecco, Brittany Rogers
From: Eric P. Johnson, PE, Zoning Officer *EPJ*
Re: 72-74 Poplar Street Zoning Determination

History of the Site:

The property is located on the northwest corner of Poplar Street and E. Elm Avenue in the Borough Residential 2 Zoning District and is the home of Pepperoncini Restaurant and Bar. The building occupies the majority of the property, with the balance of the lot occupied by an approximately 24 ft x 15 ft concrete pad in the northwest corner used for trash storage and landing for the fire escape staircase. In January 2020, the Borough became aware that a 6 ft x 8 ft stand-alone exterior refrigerator was recently installed on the existing concrete pad, less than 1-foot from the northern property line. A permit application was not received by the Borough prior to the installation of the refrigerator.

Current Request:

The applicant is seeking a variance from the Borough Zoning requirement that accessory structures shall be located a minimum of 3 feet from side property lines in order to keep the exterior refrigerator in the previously installed location.

Zoning Determination:

Section 27-811(B) states accessory structures may be erected no closer than 3 feet to the rear or side lot line unless the abutting owner or owners provide written consent to allow said structure to be built up to the side or rear lot line. The exterior refrigerator is an accessory use and the location does not comply with the property line setback requirement, and no evidence has been provided of written consent from the abutting property owner.

The applicant will also need to demonstrate to the satisfaction of the Borough compliance with the Performance Standards outlined in Section 27-817 of the Borough Code. Specifically, the applicant needs to demonstrate the refrigerator and other electrical and mechanical equipment located on the property do not collectively generate any noise, odor, or vibration above the regulatory limits.



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

Zoning Application

Application: 2-2020-5
Date Submitted: 3-17-2020
Date Received: 3-17-2020

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 27-811(B)
3. Address of the property, which is the subject of the application:
72-74 Poplar Street, Conshohocken, PA 19428
4. Applicant's Name: P & J Poplar, Inc.
Address: 72-74 Poplar Street, Conshohocken, PA 19428
Phone Number (daytime): (484) 904-6331
E-mail Address: pepperoncinis@comcast.net
5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant
6. Property Owner: J & P Elm Enterprises, LLC
Address: 28 Dechert Road, Conshohocken, PA 19428
Phone Number: (610) 496-1954
E-mail Address: ragstworiches@comcast.net
7. Lot Dimensions: 2,513 SF Lot Size Zoning District: BR-2
35 Ft. Front

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

Yes No If yes, please describe.

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

Restaurant with exterior refrigerated walk-in box.

10. Please describe the proposed use of the property.

Maintain the refrigerated walk-in box within the 3 ft. accessory structure setback.

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

Maintain the existing refrigerated walk-in box in its current location within the 3 ft. accessory structure setback as shown on Exhibit ____.

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

Applicant requires refrigeration for its restaurant business and locating the exterior refrigerated walk-in box in the 3 ft. accessory structure setback is the only viable location for that facility.

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

a. The unique characteristics of the property: The Property is used for a restaurant and requires an exterior refrigerated walk-in box.

b. How the Zoning Ordinance unreasonably restricts development of the property:
The Zoning Ordinance does not permit the proper location of the walk-in box.

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

The location of the walk-in box is consistent with the character of the neighborhood which has many buildings and structures along the property line.

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.

The location is the minimum required in order to maintain an efficient and viable outdoor refrigerated walk-in box.

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

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).

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

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

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

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

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

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

a. Attorney's Name: Edward J. Hughes, Esquire

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

c. Phone Number: (610) 279-6800

d. E-mail Address: ehughes@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.
P & J Poplar, Inc.

By: _____

Applicant
J & P Elm Enterprises, LLC

By: _____

Legal Owner

March 11, 2020

_____ Date

COMMONWEALTH OF PENNSYLVANIA

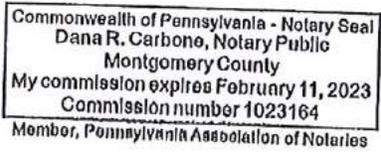
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 11th day of March, 2020.

Dana R. Carbone

Notary Public

(Seal)





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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____

9-28

DE BK06646-0603

DT DEED

2005034077 03/10/2005 10 36 28 AM 1

RCDFEE \$46 50 LCL TAX \$5 500 00 ST TAX \$5 500 00



MONTGOMERY
COUNTY ROD

00-00NSHOCKEN BOROUGHS 800 00NANDY DECKER ROD

PREPARED BY:

Aaron Abstract Company
790 Penlyn Pike - Suite 202, Blue Bell Four
Blue Bell, PA 19422
Telephone: 215-283-4800 Fax: 215-283-4801

RETURN TO:

Aaron Abstract Company
790 Penlyn Pike - Suite 202, Blue Bell Four
Blue Bell, PA 19422

UPI NO:

01-00-07536-001

File No AA-2626MJ

Parcel ID No. 05-00-07536-001

This Indenture, made the 3rd day of February, 2005,

Between

BELLA-TORRE, LLC

(hereinafter called the Grantor), of the one part, and

J & P ELM ENTERPRISES, LLC

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of Five Hundred Fifty Thousand And 00/100 Dollars (\$550,000.00) lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, as

ALL THAT CERTAIN hotel property and lot or piece of land situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania bounded and described as follows, viz.

BEGINNING at a stake on the Northwest corner of Elm & Poplar Streets, thence extending along the Westerly side of said Poplar Street North eight degrees four minutes West twenty feet to the middle of the partition wall between this house and the house sold to May Kelly, thence Westerly through the middle of said partition wall seventy one feet to an alley four feet wide laid out for the use of the lots in common building thereon, thence by and along said alley South eight degrees four minutes East twenty feet to the Northern side of Elm Street aforesaid; thence along the same side of thereof North eighty one degrees fifty six minutes East seventy one feet to the place of beginning

AND ALSO ALL THAT CERTAIN lot or piece of land with the brick messuage thereon erected, Situate in said Borough of Conshohocken, County and State aforesaid, bounded and described as follows, viz:

BEGINNING at a stake on the Westerly side of Poplar Street at the distance of twenty feet Northerly from the Northwest corner of Elm and Poplar Streets; thence Westerly through the partition wall of this and the adjoining premises seventy one feet to an alley four feet wide laid out by Joseph Lovett for the use of the lots in common bounding thereon, and extending from now or late John S. Shaw's premises to Elm Street aforesaid, thence extending along said alley Northeastwardly and parallel with Poplar Street, fifteen feet and four tenths of a foot to a stake a corner of land conveyed to Hugh Donnelly, thence along said land Eastwardly and through the partition wall of this and the adjoining house seventy one feet to Poplar Street aforesaid and along the Westerly side thereof Southwestwardly fifteen and four tenths feet to the place of beginning

BEING the same premises which Joseph J. and Anna M. Proietto by Deed Dated 11/14/01 and Recorded 4/24/02 in the Office of the Recorder of Deeds in and for the County of Montgomery and Commonwealth of Pennsylvania, in Deed Book 5404, page 1770 granted and conveyed unto Bella-Torre, LLC, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said grantor, as well at law as in equity, of, in and to the same

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that he, the said Grantor, and her heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against him, the said Grantor, and her heirs, and against all and every other person and persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

Warrant and Forever Defend.

In Witness Whereof, the party of the first part has hereunto set her hand and seal Dated the day and year first above written

Sealed and Delivered
IN THE PRESENCE OF US.

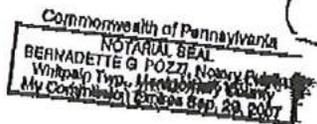


 (SEAL)
Bella-Torre, LLC by Michael D'Ettorre,
Managing Member

Commonwealth of Pennsylvania } ss
County of Montgomery

On this the 3rd day of February, 2005, before me, the undersigned Notary Public, personally appeared Michael D'Ettoire, Managing Member of Bella-Torre, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained

IN WITNESS WHEREOF, I hereunto set my hand and official seal



[Signature]
Notary Public
My commission expires _____

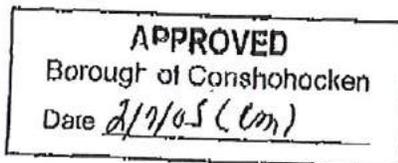
The address of the above-named Grantee is:

~~72-74 Poplar Street, Conshohocken, PA 19428~~

~~*[Signature]*~~
On behalf of the Grantee

File No. AA-2626MJ

Record and return to
Aaron Abstract Company
790 Penllyn Pike - Suite 202, Blue Bell Four
Blue Bell, PA 19422



LEASE AGREEMENT

THIS AGREEMENT, made the SATURDAY day of FEB. 3 or 2/03 ^{JP} 2018 ^{PM}, by and between J & P Elm Enterprises, LLC (hereinafter called Lessor) and P & J Poplar, Inc. (hereinafter called Lessee).

DEMISED PREMISES. Lessor does hereby demise and let unto Lessee all that certain lot or piece of ground with buildings and improvements erected thereon known as 72-74 Poplar Street, Conshohocken, PA 19428 (the "Demised Premises").

USE. The demised premises shall be used and occupied as a hotel/restaurant with sales of alcoholic beverages to the public.

TERM. The term of this lease shall be for a term of ten (10) years.

RENT. Lessee agrees to pay to Lessor rent for the Demised Premises as follows:

- 2016 - monthly payments in the amount of \$5,250.00 each
- 2017 - monthly payments in the amount of \$5,407.50 each
- 2018 - monthly payments in the amount of \$5,569.75 each
- 2019 - monthly payments in the amount of \$5,736.85 each
- 2020 - monthly payments in the amount of \$5,908.95 each
- 2021 - monthly payments in the amount of \$6,086.20 each
- 2022 - monthly payments in the amount of \$6,268.80 each
- 2023 - monthly payments in the amount of \$6,456.85 each
- 2024 - monthly payments in the amount of \$6,650.55 each
- 2025 - monthly payments in the amount of \$6,850.05 each

INABILITY TO GIVE POSSESSION. If Lessor is unable to give Lessee possession of the Demised Premises, as herein provided, by reason of the holding over a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended.

ADDITIONAL RENT.

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all the covenants of this lease and pay any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages of the Demised Premises caused by any act or neglect of the Lessee.

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the Demised Premises and/or the building of which the Demised Premises is a part during the term of this lease, in excess

of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof.

(c) Lessee further agrees to pay as additional rent all insurance premiums upon the Demised Premises and/or the building of which the Demised Premises is a part.

(d) Lessee further agrees to pay as additional rent, all charges for water consumed upon the demised premises and all charges for repairs to the said meter(s) on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the Demised Premises immediately when the same become due.

(f) Lessee and Lessor agree that there will be separate monitoring for electric and gas and that the same shall be paid by the Lessee for those charges incurred by Lessee.

PLACE OF PAYMENT. All rents shall be payable without prior notice or demand at the office of Lessor at 26 Drexel Road, Philadelphia, Pa., or at such other place as Lessor may from time to time designate by notice in writing.

AFFIRMATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will without demand

(a) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by distraint or other process in the same manner as rent due and in arrears.

(b) Keep the Demised Premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee has herein agreed to deep the same during the continuance of this lease.

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the Demised Premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure to do so.

- (d) Use every reasonable precaution against fire.
- (e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.
- (f) Peaceably deliver up surrender possession of the Demised Premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office all keys for the Demised Premises.
- (g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the Demised Premises.
- (h) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.
- (i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein Demised Premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the premises other than an agent approved by the Lessor and that should Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the Demised Premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

NEGATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained:

- (a) Occupy the Demised Premises in any other manner or for any other purpose than as above set forth.
- (b) Assign, mortgage or pledge this lease under-let or sub-lease the Demised Premises, or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or leveled upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant.
- (c) Place or allow to be placed any stand, booth, or show case upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any projection or device on or in any

part of the premises. Lessee shall remove any projection or device painted, placed or erected if permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of breach of any conditions or covenants of this lease). Lessor shall have the privilege of removing said stand, booth, show case, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d) Make any alterations, improvements, or additions to the Demised Premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the Demised Premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises, or any part thereof, or on the building of which the demised premise may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the Demised Premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

MAINTENANCE.

(a) The Demised Premises is delivered in all respects in an "AS IS" condition and state of repair without representation or warranty express or implied on the part of Lessor. Lessee throughout the term of this Lease, at its sole cost and expense, shall maintain the Demised Premises, electrical, plumbing, refrigeration and HVAC systems and equipment serving the Demised Premises in good working condition and state of repair, and in safe and sanitary condition in accordance with the provisions herein and comply with all municipal, health and environmental regulations applicable to the Demised Premises; provided, however, that (i) nothing under this paragraph shall be construed to increase Lessor's obligation to maintain the Demised Premises. In the event Lessee, in its use and occupancy of the Demised Premises or its repairs carried out under this paragraph, causes any damage to the Demised Premises or any part thereof, Lessee shall promptly repair such damage with materials of like kind and quality as exists on the date of execution hereof at its sole cost and expense.

(b) In addition, Lessee shall maintain and repair as necessary the sidewalks in front of the Demised Premises and further Lessee shall also keep said sidewalks free from accumulations of refuse or of snow and/or ice.

(c) Lessor shall be responsible to maintain the structure, roof and heating system in good working condition and state of repair, and in safe and sanitary condition in accordance with the provisions herein and comply with all municipal, health and environmental regulations applicable to the Demised Premises; provided, however, that nothing under this paragraph shall be construed to increase Lessor's obligation to maintain the Demised Premises.

LESSOR'S RIGHTS. Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the Demised Premises:

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the Demised Premises and every part thereof, and/or at his option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises is a part.

(b) At any time or times and from time to time to make such rules and regulations as in his judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Such rules and regulations shall, when noticed thereof is given to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at any time within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

(d) The Lessor may discontinue all facilities furnished and services rendered, or any of them, by Lessor, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

RESPONSIBILITY OF LESSEE.

(a) Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the Demised Premises, whether belonging to the Lessee or any other person, caused by any fire, breakage or leakage in any part or portion of the Demised Premises, or any part or portion of the building of which the Demised Premises is a part, or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the Demised Premises is a part, or from the drains, pipes, or plumbing work of the same, or from any place or quarter, whether such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or his servants or agents or any person or persons whatsoever.

(b) Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways, of any kind whatsoever which may exist or hereafter be erected or constructed on the said premises, or from any kind of injury which may arise from any other cause whatsoever on the said premises or the building of which the Demised Premises is a part, whether such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, his servants or agents or any other person or persons whatsoever.

RESPONSIBILITY OF LESSOR.

(a) In the event that the Demised Premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(b) If the damage caused as above be only partial and such that the premises can be restored to their then condition within a reasonable time, the Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the Demised Premises for that purpose. The Lessor also reserves the right to enter upon the Demised Premises whenever necessary to repair damage caused by fire or other casualty to the building of which the Demised Premises is a part, even though the effect of such entry be to render the Demised Premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the Demised Premises rendered untenable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.

(c) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the Demised Premises had been destroyed or damaged by fire or other casualty.

(d) Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

(e) The Lessor has let the Demised Premises in their present condition and without any representations on the part of the Lessor, his officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permits, the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

MISCELLANEOUS AGREEMENTS AND CONDITIONS.

(a) No contact entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease.

(b) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner ordinary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(c) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which the Lessor in his sole opinion may deem improper or objectionable, and that if at any time during the term of this lease or any extension or continuation thereof, Lessee or any occupier of the said premises shall have conducted himself, herself or themselves in a manner which Lessor in his sole opinion deems improper or

objectionable. Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein for the Lessee's failure to observe any of the covenants and conditions of this lease.

(d) In the event of the failure of Lessee promptly to perform the covenants hereof, Lessor may go upon the Demised Premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

REMEDIES OF LESSOR. If the Lessee:

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the Demised Premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee, or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable;

then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon ipso facto and without entry or other action by Lessor:

(a) The rent for the entire unexpired balance of the term of the lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers, commissions including watchmen's wages and further including the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance, and if this lease or any part thereof is assigned, or if the premises or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to

collect the rents due by such assignee or sub-lease and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder;

(b) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, terms or covenant broken, whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair value of the said Demised Premises, for the residue of said term.

FURTHER REMEDIES OF LESSOR. In the event of any default as above set forth, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May without notice or demand enter the Demised Premises, breaking open locked doors if necessary to affect entrances, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee or left on the premises, and pay the said Lessor out of the proceeds, and even if the rent be not due and unpaid, should the Lessee at any time remove or attempt to remove goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessor authorizes the Lessor to follow for a period of ninety days after such removal, take possession of and sell at auction, upon like notice, sufficient of such goods to meet the proportion of rent accrued at the time of such removal; and the Lessee hereby releases and discharges the Lessor, and his agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale: and/or

(b) May enter the premises, and without demand proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums chargeable to Lessor, and further including a sum equal to 5% of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commission and other charges shall immediately attach and become part of the claim of Lessor for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor, Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Lessee, whether upon the Demised Premises or not, shall be liable to distress for rent. Lessee waives in favor of Lessor all rights under the Act of Assembly of April 6, 1951, P.L. 69, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five days from said distraint without any appraisalment and/or condemnation thereof.

(c) The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure, No. 1071 Act and Laws of the Commonwealth of Pennsylvania, or under any other law previously enacted and now in force, of which may be hereafter enacted, for the recovery of any articles, household goods, furniture, etc., seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers hereinbefore mentioned are hereby extended to apply to any such actions and/or

(d) May lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

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

(a) CONFESSION OF JUDGMENT/MONEY DAMAGES. LESSEE HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY AGREES THAT, IF BASE RENT OR ANY CHARGES HEREBY RESERVED AS ADDITIONAL RENT OR LIQUIDATED DAMAGES, OR ANY OTHER SUM PAYABLE HEREUNDER SHALL REMAIN UNPAID WHEN THE SAME IS DUE BEYOND ANY APPLICABLE GRACE PERIOD (IF ANY), LESSEE HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR LESSEE IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR SUCH RENT, LIQUIDATED DAMAGES OR OTHER CHARGES OR EXPENSES AGREED TO BE PAID BY LESSEE HEREUNDER, AND TO CONFESS JUDGMENT AGAINST LESSEE IN ANY COMPETENT COURT FOR THE RECOVERY OF SUCH RENT, LIQUIDATED DAMAGES OR OTHER CHARGES OR EXPENSES; AND IN SUCH SUITS OR ACTIONS TO CONFESS JUDGMENT AGAINST LESSEE FOR ALL OR ANY PART OF SUCH RENT INCLUDING, AT LESSOR'S OPTION, SUCH RENT FOR THE ENTIRE UNEXPIRED BALANCE OF THE TERM, COMPUTED AS AFORESAID, AND ANY OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT OR AGREED TO BE PAID BY THE LESSEE, AS WELL AS LIQUIDATED DAMAGES; AND FOR INTEREST AND COSTS TOGETHER WITH AN ATTORNEY'S COMMISSION EQUAL TO THE GREATER OF FIVE THOUSAND (\$5,000.00) DOLLARS OR TEN (10%) PERCENT OF THE AMOUNT SO CONFESSED. SAID AUTHORITY SHALL NOT BE EXHAUSTED BY ONE (1) EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AND AS OFTEN AS ANY SUCH RENT OR OTHER CHARGES RESERVED AS SUCH RENT OR LIQUIDATED DAMAGES SHALL FALL DUE OR BE IN ARREARS. SUCH POWERS MAY BE EXERCISED AFTER THE EXPIRATION OF THE TERM.

Initials of authorized signatory of Lessee

PMJ

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

Initials of authorized signatory of Lessee

PMJ

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

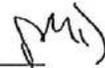
Initials of authorized signatory of Lessee

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(iv) LESSEE WAIVER. LESSEE SPECIFICALLY ACKNOWLEDGES THAT LESSEE HAS KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT

HEARING BY AGREEING TO THE TERMS OF THIS PARAGRAPH REGARDING CONFESSION OF JUDGMENT. LESSEE FURTHER SPECIFICALLY AGREES THAT, IN THE EVENT OF DEFAULT, LESSOR MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION OF THE PREMISES PURSUANT TO A JUDGMENT BY CONFESSION AND ALSO OBTAINING A MONEY JUDGMENT FOR PAST DUE AND ACCELERATED AMOUNTS AND EXECUTING UPON SUCH JUDGMENT. FURTHERMORE, LESSEE SPECIFICALLY WAIVES ANY CLAIM AGAINST LESSOR AND LESSOR'S COUNSEL FOR VIOLATION OF LESSEE'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS PARAGRAPH.

Initials of authorized signatory of Lessee



EJECTMENT. When this lease shall be determined by condition broken, either during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful of any attorney as attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessor for the recovery by Lessor of possession of the herein Demised Premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so declares, a writ of Execution or of Possession may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as hereinbefore set forth, to bring one of more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

AFFIDAVIT OF DEFAULT. In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

WAIVERS BY LESSEE OF ERRORS, RIGHT OF APPEAL, STAY, EXEMPTION, INQUISITION. Lessor expressly agrees that any judgment, order or decree entered against him by or in any Court or Magistrate by virtue of the powers of attorney contained in this lease, or otherwise, shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to Lessor and to any and all attorneys who may appear for Lessee all errors in the said proceedings, and all liability therefor, Lessee expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the Demised Premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Lessor to enforce any rights under the lease. Lessee further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this lease, and does hereby voluntarily condemn the same and authorizes

the Prothonotary or Clerk of Court to issue a Writ of Execution or other process upon Lessee's voluntary condemnation, and further agrees that the said real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly, either at the end of the term or sooner termination of this lease, or for nonpayment of rent or any other reason Lessee specifically waives the right to the three months' notice and/or the fifteen or thirty days' notice required by the Act of April 6, 1951, P.L. 69, and agrees that five days' notice shall be sufficient in either or any other case.

RIGHT OF ASSIGNEE OF LESSOR. The right to enter judgment against Lessee and to enforce all of the other provisions of this lease hereinabove provided for may, at the option of any assignee of this lease, be exercised by any assignee of this Lessor's right, title and interest in this lease in his, her or their own name, notwithstanding the fact that any or all assignments of the said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 90, and all supplements and amendments thereto that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Lessor and all rights and remedies given to him by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of his remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

CONDEMNATION. In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the Demised Premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

SUBORDINATION. This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the Demised Premises, to the rights of the owner or owner's of the Demised Premises and of the land or buildings of which the Demised Premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the Demised Premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall

thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession, and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

TERMINATION OF LEASE. It is hereby mutually agreed that either party hereto may terminate this lease at the end of said term by giving to the other party written notice thereof at least thirty (30) days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained from month to month unless or until terminated by either party hereto, giving the other thirty (30) days written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such intention to change the terms and conditions of this lease, and Lessee shall not within thirty (30) days from such notice notify Lessor of Lessee's intention to vacate the Demised Premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of this original term of this lease as during the original term itself.

NOTICES. All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the Demised Premises, but notices given by Lessee to Lessor must be given by registered mail, and as against Lessor the only admissible evidence that notice has been given by Lessee shall be a registry return receipt signed by Lessor or his agent.

LEASE CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agent and Lessee relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except, as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

HEIRS AND ASSIGNEES. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs,

executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the term of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein shall be deemed to refer to the "Lessor" and "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

HEADINGS NO PART OF LEASE. Any heading preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

LESSOR:

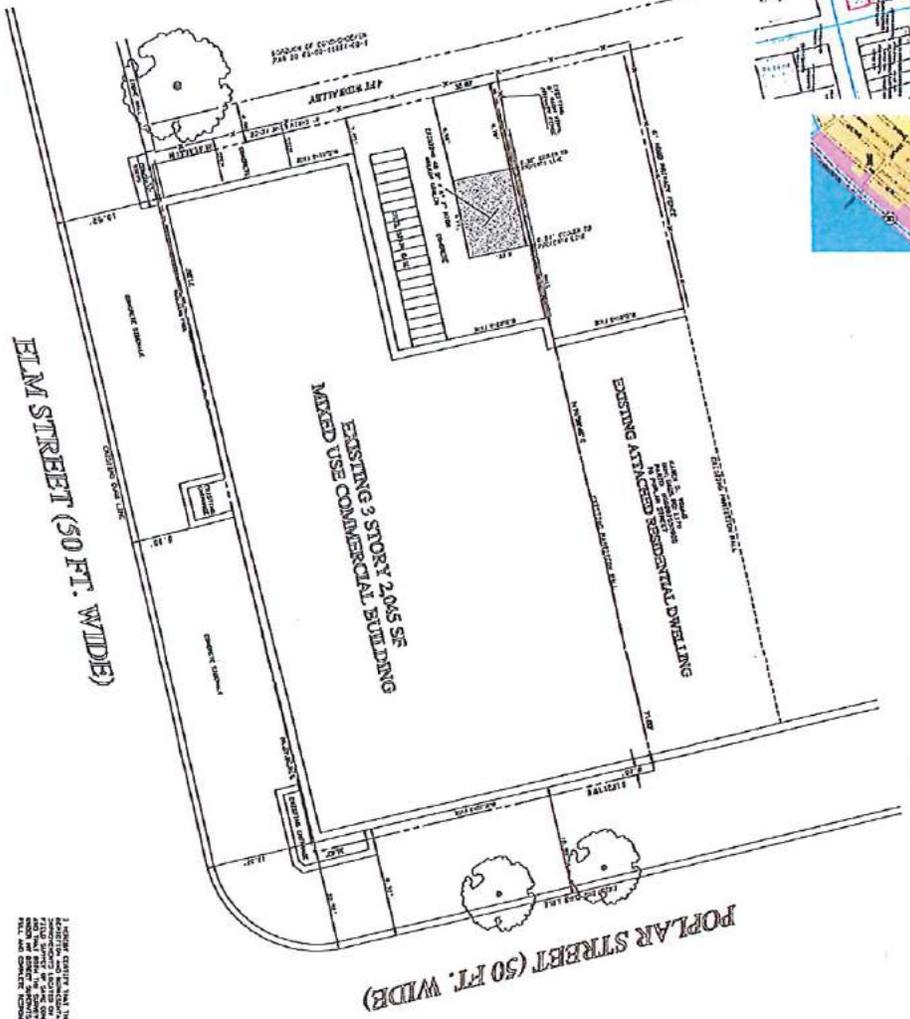
J & P ELM ENTERPRISES, LLC



LESSEE:

P & J POPLAR, INC.

By: 



I HEREBY CERTIFY THAT THIS IS AN ACCURATE REPRESENTATION OF THE INFORMATION PROVIDED TO ME BY THE CLIENT AND THAT I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND.

[Signature]

ZONING HEARING PRESENTATION PLAN

PREPARED FOR
P&J POPLAR, INC.
 72-74 POPLAR STREET
 The Borough of Carlisle
 Montgomery County, Pennsylvania

OTM LLC

DATE	10/11/2011
PROJECT	ZONING HEARING PRESENTATION PLAN
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