

MICHAEL J. HUDOCK & ASSOCIATES, P.C.

The Oakmont Docks
12 Huston Road
Oakmont, PA 15139

Telephone: (412) 828 – 0459 Facsimile: (412) 291- 3396 E-Mail: michaelhudock@comcast.net

January 3, 2025

OFFICE OF THE CITY CLERK
CITY OF PITTSBURGH
510 CITY – COUNTY BUILDING
PITTSBURGH, PA 15219-2457

ATTENTION: BRENDA F. PREE, CMC
CITY CLERK

RE: REVA HOSPITALITY MANAGEMENT, INC. D/B/A REVA MODERN INDIAN CUISINE
220 N. HIGHLAND AVENUE, PITTSBURGH, PA 15206
APPLICATION FOR INTER-MUNICIPAL LIQUOR LICENSE TRANSFER

Dear Ms. Pree:

Enclosed please find the completed above-referenced Application along with Check No. 976, made payable to the City of Pittsburgh in the amount of \$520.00, representing the filing fee for the same. Please Note: A complete copy of the Application with all referenced Attachments, this cover letter and the check have also been sent electronically via email to: cityclerksoffice@pittsburghpa.gov on this date.

Once you have had an opportunity to review the enclosed materials, please feel free to contact me at (412) 607 – 9753 or at michaelhudock@comcast.net to discuss the Application and any additional information or documentation that you may require. We look forward to being placed on the next available City Council Public Meeting schedule in February 2025.

Very truly yours,
MICHAEL J. HUDOCK & ASSOCIATES, P.C.



Michael J. Hudock, III

cc: Reva Hospitality Management, Inc./Ankitkumar Patel, Parth Patel and Pritesh Patel

MICHAEL J HUDOCK III ESQ
IOLTA CLIENT TRT FND
12 HUSTON RD
OAKMONT, PA 15139-1996

976

8-9/430
073

1/2/2025

Date

CHECK ARMOR
FRAUD PROTECTION

Pay to the Order of CITY OF PITTSBURGH

\$ 520.00

Five Hundred Twenty and — no/100

Dollars



Photo Safe Deposit
Details on back

PNC BANK

PNC Bank, N.A. 001

For Revo Hospitality Management, Inc.

Michael J. Hudock III

MP

⑆043000096⑆ 1049001869⑆ 0976

APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER

Please provide the following information. If answers exceed the designated spaces, please attach additional sheets of paper with requested information.

1. License Number: _____

2. Name and address of the individual or entity to which the license is being transferred (“applicant”)

3. If entity or corporation, please provide names and addresses of all principals:

4. From whom is the license being purchased? (Include name and address of the establishment and a copy of the sales agreement for purchase of the liquor license):

5. Reasons that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:

6. Name and address of the proposed business to which the license is being transferred:

7. Description of the proposed business that will be conducted with the transferred license (i.e. what is the primary purpose of the establishment?):

8. Terms of any lease agreement or property ownership related to the location of the proposed business (please attach a copy of the agreement):

9. Evidence that zoning approvals for the proposed establishment have been obtained or what zoning approvals are necessary prior to commencing operation of the establishment:

10. Copy of the business plan associated with this entity (please provide a copy of the plan.):

11. Evidence that necessary financing for the success of the business is in place (please provide any documentation):

12. Name and location of any other business that the applicant is associated with or has an ownership interest:

13. Name and location of any business that applicant previously owned or was associated with and an explanation as to why the business ceased to operate:

14. Information regarding any LCE violations associated with either current or prior businesses (please provide any supporting documentation):

15. Any misdemeanor or felony convictions of any individual who have an ownership interest in the proposed business (please provide any supporting documentation):

16. Any additional information that you may feel is relevant to City Counsel’s consideration of your request:

(Additional information may be requested after reviewing the application.)

VERIFICATION

I, _____, verify and represent that the statements and averments of fact contained herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 PA. C. S. A. §4904.

Date: _____

APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER

Please provide the following information. If answers exceed the designated spaces, please attach additional sheets of paper with requested information.

1. License Number: R-7710

2. Name and address of the individual or entity to which the license is being transferred (“applicant”)
REVA HOSPITALITY MANAGEMENT, INC., a PA corporation (See Attachment A: Articles of Incorporation)
Mailing Address : c/o Ankitkumar Patel, 104 Whitney Drive, Cranberry Township, PA 16066
Principal Place of Business: 220 N. Highland Avenue, Pittsburgh, PA 15206

3. If entity or corporation, please provide names and addresses of all principals:
Ankitkumar Patel, 104 Whitney Drive, Cranberry Township, PA 16066 (37.50% Shareholder/President)
Parth Patel, 919 Twilight Street, Cranberry Township, PA 16066 (37.50% Shareholder/Secretary & Treasurer)
Pritesh Patel, 152 Woodman Ridge Drive, Zelienople, PA 16063 (25% Shareholder/Vice President)
A copy of a Photo ID and a resume for each Owner/Principal/Officer are attached as Attachment B.
4. From whom is the license being purchased? (Include name and address of the establishment and a copy of the sales agreement for purchase of the liquor license):
Los Patrones, Inc., 1138 - 1141 Freeport Road, Pittsburgh, O'Hara Township, PA 15238
The License is currently held in safekeeping with the Pennsylvania Liquor Control Board
Please see Attachment C: Purchase & Escrow Agreement, dated August 23, 2024

5. Reasons that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:
Applicant, after a due and diligent search, was unable to find and negotiate a deal with any holder of an available PLCB approved City of Pittsburgh restaurant/bar license for sale.

6. Name and address of the proposed business to which the license is being transferred:
REVA HOSPITALITY GROUP T/A REVA MODERN INDIAN CUISINE

220 N. Highland Avenue

Pittsburgh, PA 15206

The Applicant is already open for business. See Attachment D: Premises Photos.

7. Description of the proposed business that will be conducted with the transferred license (i.e. what is the primary purpose of the establishment?):

The Applicant already is open and operating a Fine dining restaurant offering traditional Indian cuisine with a modern interpretation and flair. See Attachment E: copy of the menu and photos of some of the offerings. The Applicant desires to add a liquor license to its operations to complete the fine dining experience by offering quality brewed and malt beverages, wine and signature crafted cocktails.

8. Terms of any lease agreement or property ownership related to the location of the proposed business (please attach a copy of the agreement):

See Attachment F: 04/01/2024 Lease between Edward J. Leeson tdba The Wedgewood Group, as Landlord, and REVA Hospitality Management, Inc., Ankitkumar, Patel Parth Patel and Pritesh Patel, as Tenant

Initial Term: 5 years with two (2) 5-year options to renew; Commencement Date: 04/01/2024; Monthly Base Rental: 1st Year :\$5,133.33, with annual escalations; TRIPLE NET (See attached copy of Lease). Applicant has been open and operating for approximately 7+ months.

9. Evidence that zoning approvals for the proposed establishment have been obtained or what zoning approvals are necessary prior to commencing operation of the establishment:

See Attachment G: City of Pittsburgh Occupancy Permit associated with the premises.

10. Copy of the business plan associated with this entity (please provide a copy of the plan.):

See Attachment H: Applicant's Business Plan which has since been implemented. and copies of P&L Statements

11. Evidence that necessary financing for the success of the business is in place (please provide any documentation):

See Attachment I: copies of redacted bank statements for Applicant's on-going operations.

12. Name and location of any other business that the applicant is associated with or has an ownership interest:
Myra Hospitality, Inc. t/a "Sankalp The Taste of India," 919 Twilight Street, Cranberry Township, PA 16066, a restaurant operating for 2 years; Saumya Enterprises, LLC, 209 Ohio River Blvd., Sewickley, PA 15143, a convenience store operating for 9 years; OM Convenience, LLC, 8136 Ohio River Blvd., Pittsburgh, PA 15202, a convenience store operating for 7 years; Anvi Development, LLC, 919 Twilight Street, Cranberry Township, PA 16066, a rental property management company operating for 7 years; and OM Shree Enterprise, Inc., 104 Whitney Drive, Cranberry Township, PA 16066, a consulting firm operating for 3 years.
-
-

13. Name and location of any business that applicant previously owned or was associated with and an explanation as to why the business ceased to operate:

None

14. Information regarding any LCE violations associated with either current or prior businesses (please provide any supporting documentation):

None

15. Any misdemeanor or felony convictions of any individual who have an ownership interest in the proposed business (please provide any supporting documentation):

None

16. Any additional information that you may feel is relevant to City Counsel's consideration of your request:

The principals are successful entrepreneurs with proven records of retail operational success, (see response to Item 12. above), with clean operations, offering excellent customer service and satisfaction, and have established themselves as valuable members and neighbors of the communities in which they operate.

(Additional information may be requested after reviewing the application.)

VERIFICATION

Ankitkumar P. Patel,
I, President of REVA Hospitality Management, Inc., verify and represent that the statements and averments of fact contained herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 PA. C. S. A. §4904.

REVA HOSPITALITY MANAGEMENT, INC.,
a Pennsylvania corporation

Date: 01/02/2025

By: 
Ankitkumar Patel, President

ATTACHMENT A



0013811109



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
ARTICLES OF INCORPORATION - FOR PROFIT
 Fee: \$125

Pennsylvania Department of State

-FILED-

File #: 0013811109
Date Filed: 4/18/2024

B0680-3551 04/18/2024 5:00 PM Received by Pennsylvania Department of State

[DSCB:15-1306/2102/2303/2702/2903/3101/3303/7102 \(rev. 2/2017\)](#)

In compliance with the requirements of (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

Business Filing Type
 Filing type Domestic Business Corporation
 Business filing subtype Business

Corporation Name
 Business name REVA HOSPITALITY MANAGEMENT INC

Effective Date
 The filing shall be effective when filed with the Department of State

Additional Information
 The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

Registered Office
 The address of this association's proposed registered office in this Commonwealth is
 2402 FAIRHILL RD
 SEWICKLEY, PA 15143

 ALLEGHENY

Stock
 The corporation is organized on a stock share basis and the aggregate number of shares authorized is:
 Number of shares authorized 1,000

Incorporators

Name of individual or organization	Address
ANKIT K PATEL	2402 FAIRHILL ROAD SEWICKLEY, PA 15143
PRITESH PATEL	152 WOODSMAN RIDGE DR ZELIENOPLE, PA 16063
PARTH PATEL	919 TWILIGHT ST CRANBERRY TWP, PA 16066

Additional provisions, if any

I qualify for a veteran/reservist-owned small business fee exemption (see help)

Electronic Signature
 IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation.

ANKIT P PATEL 04/18/2024
 ANKIT K PATEL Date

PRITESH PATEL

04/18/2024

PRITESH PATEL

Date

PARTH PATEL

04/18/2024

PARTH PATEL

Date

ATTACHMENT B

Ankitkumar Patel

OWNER / PRESIDENT

Details

104 Whitney Drive
Cranberry Township, 16066
United States
2018882530
ankitpatel3023@outlook.com

DATE OF BIRTH

11/30/1990

Skills

Effective Time Management

Microsoft Excel

Problem Solving

Decision Making

Ability to Multitask

Communication Skills

Teamwork

Customer Service

Ability to Work Under Pressure

Adaptability

project management

leadership

communication

flexibility

time management

business expansion

market penetration

Profile

Experienced President and Owner with a proven track record of successfully owning and operating multiple fine dine Indian restaurants, managing gas stations, and excelling as a licensed insurance agent and financial representative. Skilled in administration, project management, leadership, communication, flexibility, and time management. Aiming to turn REVA into a franchise model and expand with three branches in Pittsburgh within two years.

Employment History

Owner, Myraa Hospitality Inc

SEPTEMBER 2021 – PRESENT

As the Owner of Myraa Hospitality Inc, I am involved in the overall management and operations of the business, ensuring exceptional service and customer satisfaction. I lead a team dedicated to delivering high-quality experiences and maintaining the highest standards of hospitality. Through effective communication and adaptability, I drive the success and growth of the business.

- Managing and overseeing the overall operations of Myraa Hospitality Inc.
- Leading a team dedicated to delivering high-quality experiences and maintaining the highest standards of hospitality.
- Ensuring exceptional service and customer satisfaction.
- Implementing effective communication and adaptability to drive the success and growth of the business.

President, Om shree Enterprise Inc

MARCH 2021 – PRESENT

As the President of Om shree Enterprise Inc, I oversee the strategic direction and operations of the company, ensuring sustainable growth and profitability. I am responsible for leading a team and fostering a culture of innovation, teamwork, and excellence. Through effective project management and strong leadership, I drive the company towards achieving its goals.

- Overseeing the strategic direction and operations of the company.
- Leading a team and fostering a culture of innovation, teamwork, and excellence.
- Implementing effective project management and strong leadership to drive the company towards achieving its goals.
- Ensuring sustainable growth and profitability of the company.
- Developing and implementing strategies for business expansion and market penetration.

Reva Hospitality Management Inc, Onwer, Pittsburgh

JUNE 2024 – PRESENT

Owner/Operator

- Developed a business continuity plan that ensured operations could continue during times of crisis
- Created a budget that balanced income and expenses for the next fiscal year
- Coordinated staff training initiatives that improved customer service ratings.
- Negotiated with suppliers to reduce cost, while maintaining quality standards
- Monitored and evaluated performance metrics to detect potential issues and take corrective action

- Analyzed data and identified trends to inform decision-making and improve performance
- Developed and maintained strong relationships with partners and suppliers, resulting in improved services and more competitive pricing
- Developed and maintained an accurate and up-to-date accounting system that tracked expenses, revenues, and profits
- Provided guidance and training to staff on accounting procedures and best practices
- Managed payroll to ensure accurate and timely payment of salaries and benefits

Education

Bachelor of Science in Electrical Engineering, New Jersey Institute of Technology

JANUARY 2009 – DECEMBER 2014

919 Twilight St,
Cranberry Twp PA 16066
9178223420
Prthpatel412@gmail.com

Parth Patel

Successfully operated and managed a high-traffic convenience store, achieving consistent revenue growth and customer satisfaction. Oversaw daily operations, including inventory management, merchandising, and customer service, ensuring a welcoming and efficient shopping environment. Developed and implemented marketing strategies to increase foot traffic and sales, including promotional events and local partnerships. Maintained strong vendor relationships to secure competitive pricing and timely product delivery, optimizing inventory turnover. Managed financial operations, including budgeting, payroll, and expense tracking, ensuring profitability and financial health. Trained and supervised staff, fostering a positive team environment and promoting exceptional customer service. Implemented safety and compliance protocols, ensuring adherence to health regulations and store policies. Analyzed sales data and customer feedback to identify trends and make informed decisions to enhance product offerings and store layout.

2006-2010

B.Tech
VTU, India

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

2013 - Present

Owner
Saumya Enterprise LLC

Own and operated convenience store

2016-Present

Owner
OM Convenience LLC

Own and operate 7-11 Franchise.

2020-Present

Owner
Myraa Hospitality Inc

Founded and successfully operated an authentic Indian restaurant, focusing on traditional flavors and contemporary dining experiences, achieving consistent growth and customer loyalty. Managed all aspects of restaurant operations, including menu development, staff recruitment, training, and day-to-day management, ensuring high standards of service and quality. Developed a diverse menu featuring regional Indian cuisines, incorporating seasonal ingredients and innovative cooking techniques to attract a wide range of customers. Implemented effective marketing strategies, including social media campaigns, community events, and partnerships, which increased brand visibility and customer engagement. Oversaw financial operations, including budgeting, forecasting, and cost control, resulting in improved profitability and reduced food waste. Ensured compliance with health regulations, safety standards, and licensing requirements, maintaining a clean and safe dining environment

Pennsylvania
visitPA.com USA

DRIVER'S LICENSE

NOT FOR REAL ID PURPOSES



4a DLN: 31 319 233
3 DOB: 12/04/1988
4b EXP: 12/05/2024
4a ISS: 08/16/2020

DUPS: 00

1 PATEL
2 PARTH B
8 919 TWILIGHT ST
CRANBERRY TWP, PA 16066

15 SEX: M 18 EYES: BRO
16 HGT: 5'-11"
9 CLASS: C
9a END: NONE
12 RESTR: 1

Handwritten signature

5 DD: 2023100102204
700000011471



PRITESH PATEL

8308 A 169 Street, Edmonton, AB T5R 2W8
Home: (587)778-2110 • Cell: (587)778-2110
ppritesh23@gmail.com

PROFESSIONAL SUMMARY

Pharmacy Order Entry Technician with excellent data entry skills and telephone etiquette, detail oriented and focused on accuracy and efficiency.

SKILL HIGHLIGHTS

- Extensive knowledge of Pharmacy concepts and trends Experience in community and corporate pharmacy environments
- Experience in state-of-the-art dispensing and compounding
- Excellent knowledge of drugs (brand and generic) and their utilization in disease processes
- Knowledge of maintenance of pharmacy stock through inventory control systems
- General OTC inquiries from patients and referral to pharmacist when required and necessary
- Computer literate in MS Office Suite, database management, knowledge of computerized systems * Strong analytical, multitasking and problem solving skills

PROFESSIONAL EXPERIENCE

A&W - EDMONTON, AB

Customer Service Representative - Supervisor

02/2014 to 04/2015

- Ensures that all guests receive an excellent and delightful experience, and manage all guest complaints immediately.
- Maintains A&W Brand standards at all times, and completes various daily and shift charts.
- Ensure that cleanliness standards and safe food handling practices are met and exceeded.
- Ensure that all equipment are maintained properly as per equipment chart Ensure a high level of service to customers through efficient preparation, stocking, and staff positioning.
- Conducts daily walkthroughs and helps complete quarterly self RPR reports.
- Advise management about any ongoing concerns, and things that are going well in store.
- Ensure store is continually meeting production demands and standards for food quality, service times, and service experience.
- Assigns work stations, duties and manages breaks.
- Assists manager with local marketing, and or advertising.

A&W - OSHAWA, ON

Customer Service Representative - Assistant Manager

05/2012 to 01/2014

- Ensure that staff members are working in healthy, motivating environment.
- Use of clearview for placing orders, and entering inventory Daily cash, and credit reconciliation Resolve all customer complaints proactively in a timely manner.
- Ensure all daily and weekly maintenance is complete.

Lab Technician

06/2010 to 05/2011

- Prepared chemicals and other materials for the laboratory Analysis of Chloride, Sulfate, Alkalinity, pH of water Set up and conducted chemical experiments for water analysis Help the senior technician in preparing the chemicals, compiling and analyzing test information Maintained and

repaired laboratory equipments Kept the laboratory in safe condition.

SWISS PHARMA PVT. LTD

Assistant Production Chemist

12/2009 to 05/2010

- Handling all types of equipment's in production department.
- Handled all types of compression machine and coating machine.
- Provided assistance for drug formulation.

EDUCATION AND TRAINING

DIPLOMA: CHEMICAL LABORATORY TECHNICIAN

June 2013

Durham College, Oshawa, ON, Canada

GPA: GPA: 3.45

GPA: 3.45

BACHELOR OF PHARMACY: PHARMACY

June 2009

MIBP College, Gondia, Maharashtra, India

Nagpur University

COMMUNITY SERVICE

worked in unicare Pharmacy for 3 months as a Pharmacy technician (volunteer work) Aug 2013 to Oct 2013

SKILLS

advertising, art, Biochemistry, charts, Chemistry, Computer literate, credit, database management, experiments, inventory, inventory control, marketing, materials, MS Office Suite, multitasking, Pharmacology, positioning, problem solving skills, processes, quality, technician

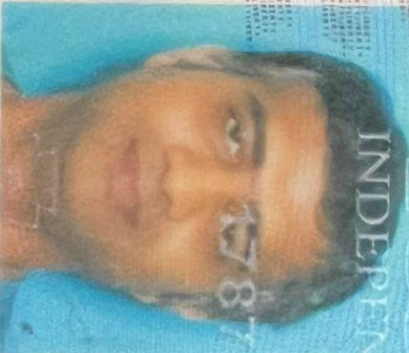
REFERENCES

References

Available upon request

Pennsylvania

visitPA.com USA



078

INDEPENDENT

DRIVER'S LICENSE

NOT FOR REAL ID PURPOSES

DUPS: 00

4d DLN: 33 313 677

3 POB: 05/19/1986

4b EXP: 05/20/2026

4a ISS: 05/07/2022

1 PATEL

2 PRITESH KIRITENAI

8 152 WOODSMAN RIDGE

DRIVE

ZELIENOPE, PA 16063

15 SEX: M 18 EYES: BLK

16 HGT: 5'-07"

9 CLASS: C

9a END: NONE

12 RESTR: NONE

5 DD: 2212701200500
8000000068989



ORGAN DONOR



P. Patel

ATTACHMENT C

PURCHASE AND ESCROW AGREEMENT

On this 23rd day of December, 2024, LOS PATRONES, INC., a Pennsylvania corporation trading and doing business as "LOS PATRONES," with a principal place of business located at 1139-1141 Freeport Road, Pittsburgh, (O'Hara Township), Pennsylvania 15238, (hereinafter referred to as "Seller"), and REVA HOSPITALITY MANAGEMENT, INC., a Pennsylvania corporation, with a mailing address of 104 Whitney Drive, Cranberry Township, PA 16066 and trading and doing business as "Reva Modern Indian Cuisine," or its assigns, (hereinafter referred to as "Buyer"), agree as follows:

1. SALE OF LICENSE.

Seller is a licensee of the Pennsylvania Liquor Control Board, ("PLCB"), as the owner of PA Restaurant License R-7710 (LID 64693), (the "License"), which was issued for premises located at 1139-1141 Freeport Road, Pittsburgh, (O'Hara Township), Pennsylvania 15238. Seller agrees to grant, bargain, sell, convey, set over and assign said License, to Buyer for use by Buyer at 220 N. Highland Avenue, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15206. Buyer accepts said sale and assignment subject to the conditions contained herein.

2. PURCHASE PRICE.

The purchase price for the said transfer shall be One Hundred Nineteen Thousand and No/100 (\$119,000.00) Dollars, (the "Purchase Price"), payable as follows:

(a) Upon Seller's acceptance and execution of this Agreement, Buyer shall deliver hand money in good funds to Michael J. Hudock, III, Esquire, 12 Huston Road, Oakmont, PA 15139, attorney for Buyer, as Escrow Agent, (the "Escrow Agent"), in the amount of Eleven Thousand Nine Hundred and No/100 (\$11,900.00) Dollars, (the "Hand Money"), for retention by him in escrow in accordance with the terms and conditions of this Agreement. The parties understand that said escrow funds will be deposited into the Escrow Agent's IOLTA escrow account and any interest earned thereon will not inure to the benefit of either party or the Escrow Agent. The Escrow Agent shall not be responsible for the performance or conduct of either party hereto; shall be entitled to require a writing signed by both parties before disbursing any of the Hand Money; shall not be liable to any Party except for willful misappropriation of the Hand Money; and, in the event of a dispute or disagreement between the Parties regarding distribution of the Hand Money, shall be entitled (but not required) to interplead the Hand Money into Court and/or require a Court Order regarding distribution thereof.

(b) At or prior to Closing, (as hereinafter defined), Buyer shall deliver good funds to the Escrow Agent in the amount of One Hundred Seven Thousand One Hundred and No/100 (\$107,100.00) Dollars for delivery to Seller which funds shall be in the form of cash, cashier's check, or wire transfer of immediately available funds; subject to the provisions of Paragraph 7. of this Agreement, if and as applicable.

(c) The parties covenant and agree that the consideration payable by Buyer hereunder represents the fair market value for the License and covenants and agrees that they shall use such allocation for all business, tax, accounting, and other purposes, including in such reports as may be required under §1060 of the Internal Revenue Code or any regulations thereunder.

(d) Buyer's obligation to pay the One Hundred Seven Thousand One Hundred and No/100 (\$107,100.00) Dollars balance of the Purchase Price, in accordance with this Paragraph 2, shall be evidenced by a Judgment Note to be executed by Buyer in favor of Seller, in substantially the same form and content as Exhibit "1" attached hereto and made a part hereof, (the "PLCB Note"), and shall be delivered to Escrow Agent to be held in escrow in accordance with the terms of this Agreement.

(f) The Escrow Agent shall provide Buyer an escrow letter confirming that he holds the Hand Money and the PLCB Note in escrow pending closing.

3. **CLOSING REQUIREMENTS OF SELLER, BUYER AND ESCROW AGENT.**

At the Closing, as defined in Paragraph 12., below:

(a) Seller shall deliver a Bill of Sale to Buyer, in substantially the same form and content as Exhibit "2," attached hereto and made a part hereof, indicating that the License, including, but not limited to, the License, are free and clear of all security interests, liens, charges, encumbrances and defects of title, together with a resolution from the Seller that the Seller has the authority to sell the License to Buyer, and the documents required pursuant to Paragraph 13. (b), (c), (d), and (e), inclusive, below in exchange for:

(i) One Hundred Seven Thousand One Hundred and No/100 (\$107,100.00) Dollars balance of the Purchase Price; and

(ii) the Escrow Agent shall release from Escrow the Hand Money to Seller on behalf of Buyer and shall deliver the PLCB Note to Buyer, marked "NULL and VOID."

(b) Buyer shall reimburse Seller for the then-current yearly liquor licensing fees on a pro-rata basis as of the date of the PLCB approval of the License transfer.

4. **WARRANTIES OF SELLER.**

To Seller's actual knowledge Seller warrants:

(a) that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(b) Seller has the corporate power to own its properties and to engage in the business it conducts;

(c) The execution, delivery and performance at the date hereof by Seller of this Agreement does not violate any charter or by-law provisions of the Seller or to its knowledge (i) violate any law or (ii) result in a default under any contract to which Seller is a party or by which Seller or its properties is/are bound;

(d) Seller has the corporate power and authority to enter into and perform its obligations under this Agreement and to incur the obligations provided herein and has taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement;

(e) This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(f) Each material consent, approval, authorization, filing, registration or qualification with, any governmental or regulatory authority required under this Agreement has been duly obtained or effected and is in full force and effect on the date hereof;

(g) Upon consummation of the transaction contemplated by this Agreement, Buyer will acquire good and valid title to the License, free and clear of **all** security interests, charges, encumbrances, liens, claims, title defects and burdens of any kind;

(h) Seller is not bound by or subject to any agreement, license, lease, understanding, contract, permit, arrangement or commitment, whether oral or written, contingent, fixed or otherwise, with regard to or affecting the License;

(i) To the best of Seller's knowledge there are no legal, administrative, arbitration or other proceedings or governmental investigations pending or threatened against Seller, its shareholder(s) or the License;

(j) There is no requirement applicable to Seller to make any filing with, or to obtain any permit, authorization, license, consent or approval or any governmental or regulatory authority as a condition to the lawful consummation of the sale of the License pursuant to this Agreement other than to the PLCB;

(k) Seller has conducted its business and the License has been held and used in compliance with all applicable laws and regulations and all orders of any governmental authority having jurisdiction over Seller; and

(l) All schedules, exhibits, documents and other papers delivered by or on behalf of Seller in connection with this Agreement and the transactions contemplated hereby, are true, complete and up to date as of the date delivered to Buyer; and all such documents and other papers are authentic. The information furnished by or on behalf of Seller to Buyer in connection with this Agreement and the transactions contemplated hereby does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make such statement, in the context in which it is made, not false or misleading.

Each and every one of the foregoing representations, warranties and covenants shall be continuing and shall be remade and restated at the Closing, and shall survive the Closing.

5. **WARRANTIES OF BUYER.**

Buyer warrants, covenants, and represents to Seller and agrees with Seller that:

(f) that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(b) To Buyer's knowledge all of the members and officers of Buyer will be acceptable to the PLCB. The funds being used to acquire the License shall be from sources which shall be acceptable and provable to the PLCB;

(c) Buyer has the requisite corporate power to own its properties and to engage in the business it conducts;

(d) The execution, delivery, and performance at the date hereof by Buyer of the Agreement does not violate any charter, By Laws or other organic documents governing the existence and operations of the Buyer and will not violate any law or result in a default under any contract to which Buyer is a party or by which Buyer is bound;

(e) Buyer has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to incur the obligations provided herein and has taken all corporate action necessary to authorize the execution, delivery, and performance of this Agreement;

(f) This Agreement is the legal, valid, and binding obligation of Buyer, enforceable against it in accordance with its terms;

(g) All schedules, exhibits, documents and other papers delivered by or on behalf of Buyer in connection with this Agreement and the transactions contemplated hereby, are true, complete, and up to date as of the date delivered to Seller; and all such documents and other papers are authentic. The information furnished by or on behalf of Buyer to Seller in connection with this Agreement and the transactions contemplated hereby does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make such statement, in the context in which it is made, not false or misleading; and

(h) Buyer has not retained or otherwise involved, directly or indirectly, any broker or finder in connection with this Agreement and the transactions contemplated hereby.

Each and every one of the foregoing warranties, covenants, representations, and agreements shall be continuing and shall be remade and restated and true at the time of Closing and shall survive the Closing.

6. **COOPERATION.**

Each of the parties hereto agrees to execute all documents and perform all prerequisites necessary to best effectuate the transfer of the License as herein contemplated. Each of the parties agrees to execute all necessary PLCB forms and appear at any necessary hearings. Each of the parties agrees to apply for all necessary governmental permits, to process the application for transfer with reasonable dispatch and to cooperate in the transfer proceeding.

7. **FAILURE OF THE CITY OF PITTSBURGH AND PLCB TO APPROVE.**

(a) In the event the City of Pittsburgh refuses to allow the License to be transferred from 1139-1141 Freeport Road, Pittsburgh, (O'Hara Township), Pennsylvania 15238 into the City of Pittsburgh at 220 N. Highland Avenue, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15206 within one hundred twenty (120) days of the date of this Agreement, either party, provided such party is not then in default, may declare this Agreement to be NULL and VOID, in which event the Hand Money shall be delivered by the Escrow Agent to Buyer, and the PLCB Note shall be returned to the Buyer, marked "NULL and VOID," and no further liability shall accrue to the parties and the Escrow Agent shall be discharged.

(b) In the event the PLCB refuses to grant approval of the Application for Transfer within two hundred ten (210) days of the date of this Agreement, either party, provided such party is not then in default, may declare this Agreement to be NULL and VOID, in which event the Hand Money shall be delivered by the Escrow Agent to Buyer and the PLCB Note shall be returned to the Buyer, marked "NULL and VOID," and no further liability shall accrue to the parties and the Escrow Agent shall be discharged.

8. **TAX CLEARANCES.**

The parties hereto understand that in order for this transfer to be approved, all complaints or impediments relative to the License must be resolved. Furthermore, the PLCB requires the Seller to submit certain information and documentation to the Buyer and to the PLCB before the PLCB will approve any transfer of the License. Seller agrees to provide all such information, to execute all documents and to pay all monies necessary to secure the tax clearances both from the Department of Revenue and the Bureau of Labor & Industry and further agrees that any failure of Seller to do so shall extend the time period under Paragraph 7. of this Agreement by the number of days corresponding to Seller's delay in performance hereunder. Seller agrees that it will not unreasonably delay securing clearances for transfer from the Pennsylvania Department of Revenue and Bureau of Labor & Industry and if it is necessary to obtain such clearances, Buyer may pay, but is not obligated to do so, any outstanding taxes, including any penalties and interest, owed by Seller; provided, that, if Buyer elects to make any such payments on behalf of Seller, Buyer shall be entitled to a dollar-for-dollar reduction in the Purchase Price for such amounts so paid.

9. **ADDITIONAL REPRESENTATIONS OF SELLER AND BUYER REGARDING LICENSE.**

To Seller's actual knowledge Seller represents that: (1) the License has been and will be renewed in compliance with the Liquor Code; and (2) to the best of Seller's knowledge, neither the Bureau of Liquor Control Enforcement nor the PLCB has any open complaints, citations or penalties pending or against the License. In the event that any representation in this paragraph is not fulfilled, to the extent that the License is freely transferrable, Seller shall immediately take whatever measures may be necessary to effectuate the free transfer of the License to the Buyer. In connection therewith, if the resolution of any outstanding citation and penalty requires the service of a suspension by Buyer, as transferee of the License, then Buyer shall be entitled to a \$1,000.00 per day reduction in the Purchase Price for each day Buyer is required to be closed; or, if the PLCB will accept a monetary payment in lieu of serving a suspension, then Buyer shall be entitled to a dollar-for-dollar reduction in the Purchase Price for such amount so paid.

10. **INDEMNIFICATION BY SELLER.**

Seller shall indemnify, defend, and hold Buyer harmless of, from and against each of the following:

(a) All actions, causes of action, claims, charges, damages, debts, dues, demands, liabilities, and losses whatsoever, arising out of, related to, or in a manner connected with, whether directly or indirectly, the conduct of Seller's restaurant/bar business and affairs prior to the Closing and/or Seller's ownership, possession, use, and/or operation of the License;

(b) All damages, losses and liabilities suffered or incurred by Buyer arising out of, related to, or in a manner connected with, whether directly or indirectly, Seller's breach of this

Agreement, or because any of Seller's representations and/or warranties made in this Agreement prove to be false, inaccurate, or misleading; and

(c) All reasonable costs and expenses, including attorneys' fees, incurred by Buyer in connection with any action, suit, proceeding, demand, assessment or judgment incident to the matters described in Paragraphs 10. (a) and/or 10. (b), above.

Buyer shall have full responsibility and authority for the disposition of any action, suit or proceeding brought against it by a third party with respect to which Seller may have liability under this indemnity provision. However, Seller shall have the right, at Seller's sole expense, to be represented by counsel of its choosing and with whom counsel for Buyer shall confer in connection with the defense of any such action, suit or proceeding. The parties shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such action, suit or proceeding.

These rights of indemnification are in addition to any other rights or remedies that may be available to Buyer at law or in equity.

Seller's indemnification obligations set forth in this Paragraph 10. shall survive, and continue in full force and effect after, the Closing and the delivery of the Bill of Sale and other instruments of transfer contemplated by Paragraphs 2. and 3., above, and shall not, nor shall they be deemed to be, extinguished by the delivery of said instruments.

11. **INDEMNIFICATION BY BUYER.**

Buyer shall indemnify, defend, and hold Seller harmless of, from and against each of the following:

(a) All actions, causes of action, claims, charges, damages, debts, dues, demands, liabilities, and losses whatsoever, arising out of, related to, or in a manner connected with, whether directly or indirectly, the conduct of Buyer's business and affairs after the Closing and/or Buyer's ownership, possession, use, and/or operation of the License;

(b) All damages, losses and liabilities suffered or incurred by Seller arising out of, related to, or in a manner connected with, whether directly or indirectly, Buyer's breach of this Agreement, or because any of Buyer's representations and/or warranties made in this Agreement prove to be false, inaccurate, or materially misleading; and

(c) All reasonable costs and expenses, including attorneys' fees, incurred by Buyer in connection with any action, suit, proceeding, demand, assessment or judgment incident to the matters described in Paragraphs 11. (a) and/or 11. (b), above.

Seller shall have full responsibility and authority for the disposition of any action, suit or proceeding brought against it by a third party with respect to which Buyer may have liability under this indemnity provision. However, Buyer shall have the right, at Buyer's sole expense, to be represented by counsel of its choosing and with whom counsel for Seller shall confer in connection with the defense of any such action, suit or proceeding. The parties shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such action, suit or proceeding.

These rights of indemnification are in addition to any other rights or remedies that may be available to Seller at law or in equity.

Buyer's indemnification obligations set forth in this Paragraph 11. shall survive, and continue in full force and effect after, the Closing and the delivery of the Bill of Sale and other instruments of transfer contemplated by Paragraphs 2. and 3., above, and shall not, nor shall they be deemed to be, extinguished by the delivery of said instruments.

12. **CLOSING.**

The Closing shall take place within ten (10) business days of the PLCB's approval of the transfer of the License and satisfaction or waiver by Buyer of each of the conditions set forth in Paragraph 13 of this Agreement, below, at which time each party will provide all necessary documents to the other and to the PLCB, and the cash shall be delivered to the Seller as provided for in this Agreement.

13. **CONTINGENCIES.**

This Agreement and Buyer's obligations hereunder shall be expressly subject to the fulfillment of the following contingencies:

(a) PLCB approval of the transfer of the License from Seller to Buyer for use at 220 N. Highland Avenue, Pittsburgh, (City of Pittsburgh), Allegheny County, PA 15206;

(b) Seller shall deliver to Buyer a Bulk Sales Clearance Certificate issued by the Pennsylvania Department of Revenue, pursuant to the Bulk Sale provisions of the Pennsylvania Fiscal Code, Section 1403(a), 72 P. S. Section 1403, with respect to the transaction, evidencing that all of Seller's tax filing and reporting and tax payment obligations owed to the Commonwealth of Pennsylvania have been completed and fully satisfied and paid;

(c) Buyer shall deliver an Affidavit of No Creditors to Buyer in form and content acceptable to Buyer and Buyer's legal counsel;

(d) Seller shall deliver a corporate Incumbency Certificate for Seller to Buyer in form and content acceptable to Buyer and Buyer's legal counsel;

(e) Seller shall deliver a Proof of Publication of a Bulk Sale Notice, in substantially the same form as Exhibit "3," attached hereto, evidencing the publishing thereof in the Pittsburgh Tribune Review or Pittsburgh Post Gazette and the Pittsburgh Legal Journal, at least ten (10) days prior to the Closing; and

(f) all of Seller's representations and warranties made in, under or in connection with this Agreement shall be true and accurate as of the date of Closing and Seller shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Seller on or before Closing.

In the event that any of the foregoing contingencies as set forth in this Paragraph 13. shall not be fulfilled or completed for any reason, Buyer at its sole discretion may waive the deficiency or condition and proceed with the sale in accordance with the terms of this Agreement, or may declare this

Buyer, which warranties and covenants shall survive the consummation of the transaction herein contemplated, that Buyer shall NOT be liable for any claims advanced by any person or entity for any commission with respect to or arising out of the consummation of this transaction, and that Seller will defend, indemnify and hold Buyer harmless of, from, and against any and all claims made by any third parties for a commission with respect to or arising out of this transaction.

17. **ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior written and oral agreements, there are no oral understandings or agreements, nor any written collateral understandings or agreements not specifically referred to in this Agreement and shall be binding upon the successors and assigns of the parties hereto.

18. **INTERPRETATION.**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

19. **MODIFICATION IN WRITING.**

This Agreement may be modified or amended only by a written instrument signed by each party.

20. **ENTIRE UNDERSTANDING.**

If any clause or provision of this Agreement shall be held to be illegal or invalid by any court, the invalidity of such clause or provision shall not affect any of the remaining clauses, provisions, or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause or provision had not been contained herein and such affected clause or provision shall be enforced to the fullest extent permitted by law.

21. **USE OF SINGULARS AND PLURALS, ETC.**

Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

22. **ASSIGNMENT BY BUYER.**

Buyer shall have the right to assign its interests under this Agreement without prior consent of Seller provided that the assignee is a business entity in which Buyer, or its shareholder(s) has/have a controlling interest. Otherwise, such assignment is subject to prior written approval by Seller, which approval shall not be unreasonably withheld.

23. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

WITNESS the due execution hereof the day and the year first above written.

ATTEST:

SELLER:

LOS PATRONES, INC.,
a Pennsylvania corporation
t/d/b/a "Los Patrones"

By: _____

Martin G. Bolanos, President

ATTEST:

BUYER:

REVA HOSPITALITY MANAGEMENT, INC.,
a Pennsylvania corporation



By:  _____

Ankitkumar P. Patel, President

WITNESS the due execution hereof the day and the year first above written.

ATTEST:

Jose Ramirez

SELLER:
LOS PATRONES, INC.,
a Pennsylvania corporation
t/d/b/a "Los Patrones"

By Martin G. Bolanos
Martin G. Bolanos, President

ATTEST:

Ankit Kumar P. Patel

BUYER
REVA HOSPITALITY MANAGEMENT, INC.,
a Pennsylvania corporation

By: Ankit Kumar P. Patel
Ankitkumar P. Patel, President

JUDGMENT NOTE

EXHIBIT 1

\$107,100.00

_____, 2024
Pittsburgh, Pennsylvania

Upon approval of the transfer of Pennsylvania Liquor Control Board License R-7710 LID 64693, and in strict accordance with the terms and conditions of the Purchase and Escrow Agreement, dated _____, 2024, (the "Agreement"), REVA HOSPITALITY MANAGEMENT, INC. does promise to pay to the order of LOS PATRONES, INC., its successors or assigns, the sum of One Hundred Seven Thousand One Hundred and No/100 (\$107,100.00) Dollars, payable at 11675 Perry Highway, Wexford, PA 15090, without defalcation, value received, including interest.

And further, the undersigned does hereby empower any attorney of any court of record within the United States or elsewhere to appear for it and after one or more defalcations filed, upon default by undersigned of any of undersigned's obligations under the Agreement, if such default is not cured within ten (10) business days after LOS PATRONES, INC. has provided undersigned with written notice of such default, confess judgment against undersigned, as of any term, for the above sum with costs of suit and an attorney's commission of five (5%) percent for collection and release of all errors, and without stay of execution; and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to; and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived; and no benefit of exemption may be claimed under and by virtue of any exemption law now in force or which may be hereafter enacted.

WITNESS the due execution hereof, as of the date first written above.

ATTEST:

BUYER:
REVA HOSPITALITY MANAGEMENT, INC.,
a Pennsylvania corporation

By: _____
Ankitkumar P. Patel, President

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and intending to be legally bound, the undersigned, LOS PATRONES, INC., a Pennsylvania corporation, ("Seller"), does hereby grant, sell, transfer, and deliver unto REVA HOSPITALITY MANAGEMENT, INC., a Pennsylvania corporation, ("Buyer"), Pennsylvania Liquor Control Board Restaurant and Bar License, License No. R-7710 and all permits issued in connection therewith.

TO HAVE AND TO HOLD, all, and singular, said personal property to Buyer, and its successors and assigns, for its own use, forever.

THIS CONVEYANCE is made "As Is" and "Where Is" and without expressed or implied warranty or representation of any kind, including without limitation, warranty as to condition, merchantability or fitness for particular use, except that the undersigned does hereby covenant that the title to said property is free and clear of any and all security interests, judgments, liens, charges and encumbrances, and it will warrant and defend the title to said property against the lawful claims and demands of all persons whatsoever.

WITNESS the due execution hereof, with the intent to be legally bound hereby, on this _____ day of _____, 20__.

WITNESS:

SELLER:
LOS PATRONES, INC.,
a Pennsylvania corporation

By: _____
Martin G. Bolanos, President

BULK SALE NOTICE

PLEASE TAKE NOTICE THAT LOS PATRONES, INC., whose registered office address is located at 1139-1141 Freeport Road, Pittsburgh, (O'Hara Township), PA 15238, is described in this notice as the "seller." REVA HOSPITALITY MANAGEMENT, INC., whose mailing address is 104 Whitney Drive, Cranberry Township, PA 16066, is described in this notice as the "buyer." The seller has disclosed to the buyer that within the past eleven years, the seller has operated under the name of Patron Mexican Grill at 1139-1141 Freeport Road, Pittsburgh, (O'Hara Township), PA 15238. The seller and buyer have entered into an agreement dated [INSERT DATE OF PURCHASE & ESCROW AGREEMENT HERE], 2023, for a sale that may constitute a bulk sale under the laws of the Commonwealth of Pennsylvania. A list of seller's creditors can be obtained from buyer by sending a written request to REVA HOSPITALITY MANAGEMENT, INC., 104 Whitney Drive, Cranberry Township, PA 16066. Pursuant to the agreement, no liabilities are being assumed by buyer and seller is responsible for paying all of seller's scheduled liabilities. Dated: [INSERT DATE OF NOTICE HERE], 2024.

ATTACHMENT D



REVA

MODERN INDIAN CUISINE

220 N HIGHLAND AVE,
PITTSBURGH, PA 15206

MORE INFO AT:
REVAPGH.COM

DRINKS

Shirley Temple - (lime soda with grenadine) - 5.99

Berry Blast - (mix berry compote with sprite) - 6.99

Peach Cooler - (white crane juice, peach syrup & soda) - 6.99 (white cran*)

Cranberry Sangria - (cranberry juice, basil, soda & fruits) - 6.99

Masala Orange - (orange compote, chat masala & soda) - 6.99

APPETIZERS

SAMOSA

Jalapeno & cheese 5.99

Fried Pastry stuffed with jalapeño & cheese

Assorted samosa Platter 9.99

2 punjabi, 3 jalapeño & cheese, 3 spinach & corn

KATI ROLL

Falafel 9.99

Fried falafel, green chutney, house dressing, onions wrapped in a whole wheat roti

Lamb 11.99

Slow cooked lamb tossed with curried onion & peppers wrapped in whole wheat roti

CHAAT

Papadi 9.99

Crispy fried tortilla chips topped with chickpea, onion, tomato, mango and chutneys

Samosa 9.99

Punjabi samosa topped with chickpea, onion, tomato, mango and chutneys

SOUP

Manchow - (Veg 6.99 / Chicken 8.99)

Vegetable stock and choice of protein flavored with soy and seasonings

Tomato - (Veg 6.99)

Classic roasted tomato soup

TANDOOR

Tandoori malai Broccoli 15.99 GF

Broccoli florets marinated in sour cream & cashew paste cooked in clay oven served with cream cheese chutney

Pahadi paneer tikka 17.99 GF

Mint, chilly coriander and cashew yoghurt marinated cottage cheese cooked in clay oven served with mango turmeric chutney

Kasundi Salmon tikka 19.99 GF

Bengal Mustard marinated salmon cooked in clay oven served with green chutney

Jafrani malai tikka 18.49 GF

Cashew and cream cheese marinated chicken cooked in clay oven served with cream cheese chutney

Bhatti ka murg 18.49 GF

House spice blend marinated chicken cooked in clay oven served with green chutney

Lamb chop 25.99 GF

Saffron cashew marinated lamb chops cooked in clay oven served with green chutney

Punjabi Samosa 6.99

Fried pastry stuffed with potato & green peas

Chicken 10.99

Tandoor chicken tossed with curried onion & peppers wrapped in whole wheat roti

Panner 10.99

Tandoor paneer tossed with curried onion & peppers wrapped in whole wheat roti

Palak (Saag) 9.99

Crispy fried baby spinach topped with onion, tomato, mango and chutneys

Sweet Potato Chaat 9.99

Crispy fried sweet potato topped with onion, tomato, mango and chutneys

Lemon Coriander - (Veg 6.99 / Chicken 8.99)

Vegetable stock flavoured with coconut milk, lemon juice & coriander paste

Aachari paneer tikka 17.99 GF

Indian pickle marinated cottage cheese cooked in clay oven served with green chutney

Kesari jhinga 19.99 GF

Saffron cashew marinated tiger prawns cooked in clay oven served with green chutney

Kandhari murg tikka 18.99 GF

(classic bone in tandoori chicken)

Pahadi Chicken Tikka 18.49 GF

Mint, chilly coriander and cashew yoghurt marinated chicken cooked in clay oven served with mango turmeric chutney

Reshmi seekh kebab 18.99 GF

Mincing chicken and dry spiced skewers cooked in clay oven served with green chutney

APPETIZERS

INDO-CHINESE WOK

Noodles - (Veg 15.99 / Chicken 16.99)

Noodles tossed with assorted veggies and choice of protein with soy sauce and seasonings

Fried Rice - (Veg 15.99 / Chicken 16.99)

Rice tossed with assorted veggies and choice of protein with soy and seasonings

65 - (Gobi 13.99 / Panner 14.99 / Chicken 15.99)

Choice of protein tossed in yoghurt and chilly sauce with seasoning

ENTRÉE

BIRYANI

Dum Sub Biryani 16.99 GF

Layered rice preparation with assorted veggies and paneer with aromatic spices

Lamb Dum Biryani 19.99 GF

Layered rice preparation with tender lamb and aromatic spices

Lemon Rice 12.99 GF/V

Basmati rice tempered with turmeric, mustard seeds, cashew, curry leaves

Jeera Rice 8.99 GF

Basmati rice tempered with cumin seeds and coriander

Chicken Dum Biryani 18.99 GF

Layered rice preparation with chicken and aromatic spices

Shrimp dum biryani 19.99 GF

Layered rice preparation with shrimp and aromatic spices)

Saffron Rice 12.99 GF/V

Basmati rice cooked with saffron

LENTILS

Dal Tadka 15.99 GF/V

Made with yellow lentils & aromatic spices

Dal Bukhara 15.99 GF/V

Made with black lentils & aromatic spices

NON-VEG CURRY

Signature Butter Chicken 17.99 GF

Chicken cooked in creamy tomato cashew curry finished with dried fenugreek leaves

Nani Chicken Curry 15.99 GF

Homestyle grandmas chicken curry with spices

Lamb/chicken 18.99/17.99 GF

Korma - (creamy onion, cashew based curry) GF

Saag - (creamy spinach based curry) GF

Roganjosh - (spicy tomato onion curry) GF

Vindaloo - (goan style spicy curry served with meat and potatoes) GF

Murg Tikka Masala 17.99 GF

Tandoori chicken cooked in aromatic onion, tomato, garlic curry

Goat Curry 18.99 GF

Tender goat cooked in house spice blend and brown sauce

Goan Fish Curry 18.99 GF

Tandoori salmon served on coconut based curry

SIDES

Green salad 7.99

Sliced tomato, cucumber, onion, carrot with lemon and chillies

Papad 2.99

Crispy lentil flour crepe

Green chutney 1.99

Made with mint and coriander

Pickle 1.99

Indian mango pickle

Raita 2.99

Made with yoghurt and veggies

Sweet chutney 1.99

Made with dates & tamarind

ENTRÉE

VEG CURRY

Panner Lababdar 18.99 GF

Tandoor cooked cottage cheese served on creamy tomato curry

Lasuni Palak Panner 16.99 GF

Cottage cheese served with a creamy spinach curry flavoured with garlic

Sub Jalfarazi 16.99 GF/V

Assorted veggies served in a onion, tomato curry

Nazami Handi 16.99 GF/V

Assorted veggies and paneer served in saffron cashew curry

Channa Masala 15.99 GF/V

Chickpea curry with blend of spices

Asparagus Kofta 16.99 GF

Fried dumplings made with asparagus, paneer, potato and spices served on creamy cashew tomato curry

Hyderabadi Bhagara Baigan 17.99 GF/V

Chefs special twist on traditional eggplant dish

NAAN/BREADS

Garlic Naan 4.99

Laccha Paratha 5.99 V

Mint Truffle Naan 5.99

Bullet naan 4.99

garlic naan with chilly

Rosemary naan/ Za'atar Naan 5.99

Goat Cheese Naan 6.99

Roti 4.99 V

DESSERTS

Kesari Ras Malai 6.99

Made with milk solids cooked in cream and saffron

Kulfi 9.99

Traditional Indian ice cream

Cheesecake 12.99

Culab Jamun 6.99

Made with milk solids cooked in ghee

Shahi Tukda 11.99

Made with brioche bread topped with rabdi & dry fruits

Thank You

ATTACHMENT E





ATTACHMENT F

LEASE AGREEMENT

BY AND BETWEEN

EDWARD J. LESOON, JR.

d/b/a The Wedgwood Group

as "LANDLORD"

AND

PARTH PATEL

AND

ANKITKUMAR PATEL

AND

PRITESH PATEL

AND

REVA HOSPITALITY MANAGEMENT, INC.

d/b/a

Reva Modern Indian Cuisine

Together as "TENANT"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this ___ day of April, 2024 (the "Effective Date"), by and between Edward J. Lesoon, Jr, d/b/a The Wedgwood Group, having a business address of 6025 Broad Street, Pittsburgh, Pennsylvania 15206 (hereinafter known as the "LANDLORD") and Parth Patel, an adult individual having an address of 919 Twilight St, Cranberry Twp PA 16066, Ankitkumar Patel, an adult individual having an address of 2402 Fairhill Road, Sewickley PA 15143, and Pritesh Patel, an adult individual having an address of 152 Woodman Ridge Dr, Zelienople PA 16063 (together hereinafter known as the "TENANT").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS AND ATTACHMENTS

Section 1.1 Certain Defined Terms.

As used herein, the term:

- A. "Annual Basic Rental" means an amount equal to the product of the following figure multiplied by Tenant's Floor Area (as defined in Section 1.1(l) below) (subject to adjustment as provided hereinafter):

\$28.00 per square foot for Rental Year One (1) for an Annual Basic Rental of sixty-one thousand six hundred and no/100 dollars (\$61,600.00), payable in equal monthly installments of five thousand one hundred thirty-three and 33/100 (\$5,133.33) dollars.

\$29.00 per square foot for Rental Year Two (2) for an Annual Basic Rental of sixty-three thousand eight hundred and no/100 dollars (\$63,800.00), payable in equal monthly installments of five thousand three hundred sixteen and 66/100 (\$5,316.66) dollars.

\$30.00 per square foot for Rental Year Three (3) for an Annual Basic Rental of sixty-six thousand and no/100 dollars (\$66,000.00), payable in equal monthly installments of five thousand five hundred and 00/100 (\$5,500.00) dollars.

\$31.00 per square foot for Rental Year Four (4) for an Annual Basic Rental of sixty-eight thousand two hundred and no/100 dollars (\$68,200.00), payable in equal monthly installments of five thousand six hundred eighty-three and 33/100 (\$5,683.33) dollars.

\$32.00 per square foot for Rental Year Five (5) for an Annual Basic Rental of seventy thousand four hundred and no/100 dollars (\$70,400.00), payable in equal monthly installments of five thousand eight hundred sixty-six and 66/100 (\$5,866.66) dollars.

The figure for the Annual Basic Rental for the first Five (5) Year Renewal Term, if Tenant exercises said option to extend, shall be as follows:

\$33.00 per square foot for Rental Years Six (6) through Ten (10) for an Annual Basic Rental of seventy-two thousand six hundred and no/100 (\$72,600.00) dollars, payable in equal monthly installments of six thousand fifty and no/100 (\$6,050.00) dollars.

The figure for the Annual Basic Rental for the second Five (5) Year Renewal Term, if Tenant exercises said option to extend, shall be as follows:

\$36.30 per square foot for Rental Years Eleven (11) through Fifteen (15) for an Annual Basic Rental of seventy-nine thousand eight hundred sixty and no/100 (\$79,860.00) dollars, payable in equal monthly installments of six thousand six hundred fifty-five and no/100 (\$6,655.00) dollars

- B. "Common Areas" means those areas and facilities which are furnished by Landlord in or upon the Property for the non-exclusive general common use by Tenant and other tenants, their respective officers, agents, employees and customers, granted permission by Landlord, as more particularly set forth in Article X, including the sidewalks adjacent to the Building.
- C. "Security Deposit" means an amount equal to \$5,000.00 to be paid by Tenant to Landlord upon Lease execution and to be held and released pursuant to the terms and conditions of Article XXI, Section 21.1 hereof.

- D. "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the Commonwealth of Pennsylvania, or (ii) eighteen percent (18%).
- E. "Effective Date" of this Lease shall be the date on which it is signed by both parties, and thereby becomes legally binding, which shall be the date first specified above.
- F. "Landlord's Floor Area" means the aggregate number of square feet of Landlord's leasable floor area in the Building, as of the Effective Date.
- G. Intentionally Omitted.
- H. "Possession Date" shall mean the date April 1, 2024.
- I. "Premises" means that portion of the Property (as hereinafter defined) shown crosshatched on the site plan of the Property attached hereto and made a part hereof as Exhibit "B" having the following floor area:
- Floor Area: Approximately 2,200 of leasable square feet ("Tenant's Floor Area"), including the basement space.
- Tenant's Floor Area is determined by measuring from the exterior of the outside walls to the middle of the interior walls.
- J. "Property" means all that certain real property and all improvements thereon, including the Building (as hereinafter defined), situate in the City of Pittsburgh, County of Allegheny County, and Commonwealth of Pennsylvania, being more particularly described in Exhibit "B", attached hereto and made a part hereof.
- K. "Proportionate Share" means a fraction, the numerator of which is Tenant's Floor Area (as defined above) and the denominator of which is the Building Floor Area. Tenant's Proportionate Share shall be Fifty (50%) of the Building Floor Area.
- L. "Renewal Term" means Two (2), Five (5) year extensions of the Term of the Lease.
- M. "Building" means the structure erected upon the Property and being more commonly known as 220 North Highland Avenue, Pittsburgh, PA 15206.
- N. "Building Floor Area" means approximately 4,400 square feet of leasable space comprising the Building.

- O. "Tenant Notice Address" means 220 North Highland Avenue, Pittsburgh, Pa 15206 following the Commencement Date.
- P. "Tenant Trade Name" means "_____ " which Tenant represents it is entitled to use pursuant to all applicable laws.
- Q. Intentionally Omitted
- R. "Termination Date" means the last day of the Fifth (5th) Rental Year following the Commencement Date (as hereinafter defined in Section 3.1), unless otherwise accelerated or extended or terminated pursuant to the terms hereof.
- S. "Commencement Date" means April 15, 2024.
- T. "Rent Commencement Date" means August 15, 2024.
- U. "Designated Parking" means one (1) parking space denoted as parking stall "I" located behind the Building and intended for the exclusive use of Tenant. Tenant shall be responsible for snow and ice removal from Tenant's Designated Parking.

Section 1.2 Attachments.

The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

- Exhibit "A" - Landlord Owned Equipment List
- Exhibit "B" - Site Plan of Building and Premises
- Exhibit "C" - Current Rules and Regulations for the Building
- Exhibit "D" - Description of Permitted Signage

ARTICLE II
PREMISES

Section 2.1 Demise.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises having the floor area as set forth above, which Landlord and Tenant hereby conclusively agree represents Tenant's Floor Area for all purposes of this

Lease. Landlord warrants that it and no other person or entity has the right to lease the Premises hereby demised, and agrees that so long as Tenant has timely paid all amounts due and Tenant is not in default hereunder, Tenant shall have peaceful and quiet use and possession of the Premises, subject to any Mortgage (as hereinafter defined in the Article entitled "Subordination and Attornment"), and all matters of record or other agreements to which this Lease is or may hereafter be subordinated.

ARTICLE III **TERM**

Section 3.1 Term.

The term of this Lease (the "Term") shall commence on that date (the "Commencement Date") as set forth in Section 1.1 S and shall terminate on the Termination Date.

Section 3.2 Termination.

Unless extended by Tenant in accordance with the terms of this Lease and subject to the terms of Section 3.3 below, this Lease shall expire and terminate on the Termination Date, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises (including but not limited to the notice provisions of the Landlord and Tenant Act of 1951, Act of April 6, 1951, as amended) and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Time is of the essence with regard to Tenant's obligation to vacate and surrender the Premises on or before the Termination Date. For the period of six (6) months prior to the expiration of the Term, Landlord shall have the right to display on the exterior of the Premises a "For Rent" sign and during such period Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

Section 3.3 Holding Over.

If Tenant shall be in possession of the Premises after the expiration of the Term, in the absence of any agreement extending the Term, the tenancy under the Lease shall become one from month to month, terminable by either party on thirty (30) days' prior notice, and shall be subject to all of the terms and conditions of this Lease as though the Term had been extended from month to month, except that (i) the Annual Basic Rental payable hereunder for each month during said holdover period shall be equal to twice the monthly installment of Annual Basic Rental payable during the last month of the then current Term, and (ii) all Additional Rental payable hereunder shall be prorated for each month during such holdover period. Any agreement by Landlord to extend the term must be in writing and shall not be implied by the acceptance of rent or otherwise. Tenant agrees that if Tenant holds

over without Landlord's permission or otherwise fails to timely surrender the Premises at the Termination Date, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord arising from Tenant's failure to timely surrender the Premises.

Section 3.4 Options to Extend the Term.

In the event that no Event of Default by Tenant has occurred and is then continuing, then Tenant shall have the option to extend the term of this Lease for two (2) additional terms of Five (5) years (hereinafter referred to as "Renewal Terms"), upon the same terms and conditions of this Lease, except as to the Term and number of extensions of the Term and at the Annual Basic Rental as set forth in Article I, Section 1.1, A. Tenant shall notify Landlord not less than one hundred eighty (180) days prior to the expiration of the Initial Term of its intention to extend the Lease. In the event Tenant should fail to timely give notice of its intention not to exercise its right to extend the Lease, all succeeding extensions shall thereupon terminate. The word "Term" as used herein shall collectively refer to the Initial Term and the Renewal Term, if exercised.

Section 3.5 Surrender of Premises.

At the expiration or earlier termination of the tenancy hereby created (for whatever cause or reason), Tenant shall surrender all keys, pass cards and security devices for the Premises to Landlord at the place then fixed for the payment of Rental rent, and shall inform Landlord of all combination locks, safes, and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures, repair any damage to the Premises caused thereby or caused by any other element other than normal wear and tear, and shall surrender the Premises in good condition and repair, ordinary wear and tear alone excepted (after taking into account Tenant's repair and maintenance obligations hereunder), and in a broom clean condition free of all debris. As soon as is reasonably practical after the receipt of notice by Tenant that the obligations set forth herein have been completed, Landlord shall examine the Premises for compliance. In the event that Tenant has not satisfactorily complied with its obligation, in the opinion of Landlord, Landlord may, at its election, perform the obligations set forth herein and the costs incurred by Landlord in performing such obligations, plus an additional fifteen percent (15%), shall be considered as Additional Rental due hereunder from Tenant to Landlord.

Section 3.6 Waiver of Landlord and Tenant Act.

TENANT EXPRESSLY WAIVES TO LANDLORD THE BENEFIT TO TENANT OF 68 P.S. SECTION 250.501, BEING SECTION 501 OF THAT ACT, APPROVED APRIL 6, 1951, ENTITLED "LANDLORD AND TENANT ACT OF 1951", AS MAY BE AMENDED FROM TIME TO TIME, REQUIRING NOTICE TO QUIT

UPON THE EXPIRATION OF THE TERM OF THIS LEASE OR AT THE EXPIRATION OF ANY EXTENSION OR RENEWAL THEREOF, OR UPON ANY EARLIER TERMINATION OF THIS LEASE, AS HEREIN PROVIDED. TENANT COVENANTS AND AGREES TO VACATE, REMOVE FROM AND DELIVER UP AND SURRENDER THE POSSESSION OF THE DEMISED PREMISES TO LANDLORD UPON THE EXPIRATION OF THE TERM OR UPON THE EXPIRATION OF ANY EXTENSION OR RENEWAL THEREOF, OR UPON ANY EARLIER TERMINATION OF THIS LEASE, AS HEREIN PROVIDED, WITHOUT SUCH NOTICE, IN THE CONDITION AS REQUIRED ABOVE.

ARTICLE IV USE

Section 4.1 Prompt Occupancy and Permitted Use.

Tenant shall occupy the Premises upon commencement of the Term and thereafter will continuously operate and use the Premises solely for the purpose of operating an upscale restaurant specializing in Indian Cuisine and Alcoholic Beverages (as defined in Article XI) (the "Permitted Use"). Tenant shall not use or permit the use of the Premises for any use other than the Permitted Use, or for any use or uses which Landlord may from time to time grant exclusively to another tenant in the Building.

The parties agree and acknowledge that in the event of any breach of the covenants by Tenant regarding the Permitted Use described in this Section, Landlord's remedies at law would be inadequate and therefore, in such event, the non-breaching party shall be entitled to cancel the Lease or to relief by injunction or otherwise, at Landlord's sole option, which remedies shall be cumulative rather than exclusive. In such event, the non-breaching party shall allow sixty (60) days after the date of Tenant's receipt of written notice specifying such violation of the Permitted Use for Tenant to cure such violation prior to exercising this right to cancel the Lease. .

Section 4.2 Tenant Trade Name.

Unless otherwise approved by Landlord, Tenant shall conduct business in the Premises only in the Tenant Trade Name.

Section 4.3 Tenant's Business Hours.

Subject to periodic closures for vacations by Tenant during the Term, Tenant covenants and agrees that the Premises shall remain open for business at least during the hours of 12:00 p.m. to 8:00 p.m., at least five (5) days of Tenant's choosing each calendar week.

ARTICLE V RENTAL

Section 5.1 Rental Payable.

Tenant covenants and agrees to pay to Landlord as rental for the Premises, the following:

- (a) Annual Basic Rental; and
- (b) all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rental (collectively referred to as "Additional Rental");

provided, however, that the Annual Basic Rental shall be adjusted proportionately for any Rental Year of more or less than twelve (12) calendar months. Any designation as "Additional Rental" is for convenience only, and no use of such collective terminology shall be deemed to constitute amounts due or to become due from Tenant as "rent" for purposes of calculating a cap on rent under the Bankruptcy Code or otherwise. As used herein, the term "Rental" shall collectively mean the Annual Basic Rental and the Additional Rental.

Section 5.2 Annual Basic Rental.

Annual Basic Rental shall be payable in equal monthly installments in advance on the first day of each full calendar month during the Term, the first such payment to include also any prorated Annual Basic Rental for the period from the Commencement Date of the Term to the first day of the first full calendar month in the Term.

Section 5.3 "Rental Year" Defined.

"Rental Year" means a full calendar year (365 days or 366 days during a leap year) commencing on the date of the Commencement Date or anniversary thereof in each year during the Term of this Lease, provided however, that if the Commencement Date shall be a day other than the first (1st) of a calendar month, then the first Rental Year shall begin on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the Commencement Date, in which event all terms and conditions, including but not limited to Tenant's obligation to pay Rental, shall be prorated equitably.

Section 5.4 Payment of Rental.

Tenant shall pay all Annual Basic Rental when due and payable and without any set-off, deduction or prior demand therefor whatsoever. Tenant shall pay all Additional Rental when due and payable, upon receipt of an invoice from Landlord

for such Additional Rental as provided herein. If Tenant shall fail to pay any Rental within five (5) business days after the same is due, Tenant shall be obligated to pay, as Additional Rental, a late payment charge equal to the greater of One Hundred Dollars (\$100.00) or ten percent (10%) of any Rental payment not paid when due, which shall not be deemed to be a penalty but which shall be deemed to reimburse Landlord for its additional administrative costs due to such late payment, which costs are difficult to accurately measure. In addition, any Rental which is not paid within ten (10) days after the same is due shall bear interest at the Default Rate from the first day due until paid. Any Additional Rental which shall become due shall be payable, unless otherwise provided herein, with the next installment of Annual Basic Rental. Rental and statements required of Tenant shall be paid and delivered to Landlord at the address set forth in Section 19.1 hereof, or at such other place as Landlord may from time to time designate in a notice to Tenant. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE VI **TAXES**

Section 6.1 Tenant to Pay Proportionate Share of Taxes.

Tenant shall pay during the Term commencing upon the Lease Commencement Date, as Additional Rental, Tenant's Proportionate Share of all amounts payable by Landlord for real estate taxes, ad valorem taxes and assessments, general and special, taxes on real estate rental receipts, or any other tax imposed upon or levied against real estate, extraordinarily as well as ordinary, foreseeable and unforeseeable, including taxes imposed on leasehold improvements which are assessed against Landlord, but only insofar as such amount are payable with respect to or allocable to the Property, including all land and buildings and improvements situated thereon, together with the reasonable out-of-pocket third party cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge but only to the extent such taxes were reduced by such negotiation, contest or appeal, all of the above being collectively referred to herein as "Taxes." "Tax Year" shall mean the calendar period to which such Taxes are attributable, and only the prorated portion of Taxes payable for any Tax Year falling within the Term of the Lease shall be included as Taxes hereunder.

Tenant's Proportionate Share of Taxes shall be paid by Tenant subject to and in accordance with the billing system as set forth in Section 6.4 hereinbelow. For the Tax Year in which the Term commences or terminates, the provisions of this Section shall apply, but Tenant's liability for Tenant's Proportionate Share of any

Taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the Term. Nothing herein contained shall be construed to limit Landlord's right to contest any such Taxes it feels are burdensome nor obligate Landlord to contest any such Taxes which it feels is not burdensome.

Landlord shall present to Tenant a tax statement which shall authenticate and detail Landlord's payment due of Taxes for the ensuing Tax Year (such cost shall be pro-rated if the Term begins or ends other than on the first (1st) day of January).

Section 6.2 "Tax Year" Defined.

The term "Tax Year" means each twelve (12) month period (deemed, for the purpose of this Section, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Property, which period is the calendar year.

Section 6.3 Taxes on Rental.

In addition to Tenant's Proportionate Share of Taxes, Tenant shall pay to the appropriate agency any sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by the Commonwealth of Pennsylvania in which the Property is situate or any political subdivision thereof or other taxing authority upon any Rental payable hereunder. Tenant shall also pay, prior to the time the same shall become delinquent or payable with penalty, all taxes imposed on Tenant's leasehold interest, inventory, furniture, trade fixtures, apparatus, equipment, leasehold improvements installed by Tenant or by Landlord on behalf of Tenant (except to the extent such leasehold improvements shall be covered by Taxes referred to in Section 6.1) and any other property of Tenant. Landlord may require that Tenant's leasehold improvements be separately assessed by the taxing authority.

Section 6.4 Payment of Real Estate Taxes.

Tenant will pay Landlord, as Additional Rental, Tenant's Proportionate Share of the Taxes, as defined herein above, which shall be computed by multiplying the total amount of Taxes for the applicable Tax Year by Tenant's Proportionate Share. Landlord will provide Tenant with an invoice outlining Tenant's Proportionate Share of the Taxes, along with a copy of the Tax invoice. Tenant will reimburse Landlord for its Proportionate Share of the Taxes within thirty (30) days after receipt of such Taxes invoice. Taxes shall be prorated for partial Tax Years falling within the Term.

**ARTICLE VII
RENOVATION OF THE PREMISES/IMPROVEMENTS**

Section 7.1 Tenant's Improvements.

Tenant shall take possession of the Premises in "as is" condition. Notwithstanding the foregoing, Landlord shall provide electric, plumbing and HVAC in good operating condition.

Tenant agrees, at its sole cost and expense, to finish the interior of the Premises ("Tenant's Work") in accordance with plans and specifications for Tenant's work approved by Landlord and all governmental bodies having jurisdiction (the "Plans and Specifications for Tenant's Work"), using new and quality materials and equipment. The Plans and Specifications for Tenant's Work shall include all improvements, including the type of materials to be used by Tenant in the Premises and shall be submitted to Landlord for approval within sixty (60) days following the execution of this Lease. Landlord shall have fifteen (15) business days after receipt in which to review and approve or disapprove of the Plans and Specifications, which approval shall not be unreasonably withheld, conditioned or delayed, and shall endorse approval or disapproval (together with its reasons for such disapproval) on the Plans and Specifications and return the same to Tenant within such review period. If necessary, Tenant shall revise such Plans and Specifications to reflect Landlord's requested modifications and deliver such revised Plans and Specifications to Landlord for final approval within ten (10) business days following Tenant's receipt of Landlord's requested modifications.

Tenant shall use commercially reasonable efforts to finish Tenant's Work in accordance with Plans and Specifications, using first class and quality materials and equipment. Tenant agrees to use commercially reasonable efforts to commence and complete Tenant's Work within one hundred twenty (120) days of the commencement of Tenant's Work.

Section 7.2 Mechanic's Liens.

Neither this Lease nor any consent or approval by Landlord of work performed by or on behalf of Tenant shall be deemed to constitute Landlord's acknowledgement or agreement that any such work or any other erection, construction, alteration or repair in or about the Premises is for Landlord's immediate use and benefit. Tenant shall promptly pay or cause to be paid all persons furnishing labor or materials with respect to any work in or about the Premises at Tenant's request. In the event that any mechanics lien or claim or similar lien or claim related to any work performed at Tenant's request ("Mechanics Lien") shall be filed against the Premises or Property or Landlord's or Tenant's estate or interest therein, Tenant agrees to immediately pay such claims in full. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any and all actual claims, suits, actions, demands, liabilities and other damages and losses threatened against Landlord or suffered or incurred by Landlord with respect to any Mechanics Lien, including without limitation reasonable attorneys' fees and other costs and expenses of legal proceedings.

Section 7.3 Tenant's Leasehold Improvements and Trade Fixtures.

No leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall be removed from the Premises at any time, unless such removal is consented to by Landlord; and at the expiration or earlier termination of this Lease, all such leasehold improvements shall be deemed to be part of the Premises. Tenant shall not remove any leasehold improvements when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

Tenant shall have the exclusive use of all trade fixtures, machinery and equipment located in the kitchen on the Commencement Date, including all built-in and movable tables and equipment ("Landlord Owned Equipment"), a complete list of which is attached hereto as Exhibit "A". Ownership of the Landlord Owned Equipment shall remain the property of Landlord at Lease Termination, including the replacement by Tenant of Landlord Owned Equipment by Tenant during the Term. For the sake of clarity, all equipment represented in the kitchen of the Premises shall remain in the Premises upon Lease Termination and Tenant shall be responsible for repairing, maintaining and replacing the Landlord Owned Equipment during the Term.

Notwithstanding the foregoing, all trade fixtures, machinery and equipment (as distinguished from leasehold improvements and from Landlord Owned Equipment), owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration or earlier termination of the Term; provided, that i) Tenant is not in Default of the Lease, and, ii) Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures, machinery and equipment and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures, machinery and equipment, reasonable wear and tear excepted.

ARTICLE VIII OPERATIONS

Section 8.1 Operations by Tenant.

In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces of the Premises clean including plate glass and window frames; (c) replace promptly any cracked or broken glass of the Premises with glass of like color, grade and quality; (d) contract with a professional pest control company to perform at least monthly service visits (and more frequent when necessary) and maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests and provide

Landlord with copies of documentation upon request; (e) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (f) deposit such garbage, trash, rubbish and refuse, on a daily basis, in receptacles to be provided by Tenant in areas designated by Landlord; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all reasonable recommendations of Landlord's casualty insurer(s) and other applicable insurance rating organization now or hereafter in effect; (i) light the show windows of the Premises, if any, and exterior signs and turn the same off to the extent required by Landlord; (j) keep in the Premises and maintain in good working order, including inspections, at least two (2) or more type 2A10BC dry chemical fire extinguisher(s) or the amount required by code; (k) comply with and observe all rules and regulations established by Landlord from time to time; and (l) conduct its business in all respects in a dignified manner in accordance with high standards of business operation consistent with the quality of operation of the Building as determined by Landlord.

In regard to the use and occupancy of the Premises and the Common Areas, Tenant will not: (n) place or maintain any merchandise, signage, trash, refuse or other articles on the sidewalk or areas surrounding the Premises or in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises, nor obstruct any driveway, corridor, footwalk or any other Common Areas; (o) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Building, which is in any manner audible or visible outside of the Premises; (p) permit undue accumulations of trash, rubbish or other refuse within or without the Premises; (q) cause or permit objectionable odors (in Landlord's opinion) to emanate or to be dispelled from the Premises; (r) solicit business in any Common Areas; (s) distribute handbills or other advertising matter in any Common Areas (including placing any of the same in or upon any automobiles parked on the street or in the parking areas); (t) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area, Building or other Common Areas; (u) use the Building, corridor or any other Common Areas adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (v) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale (unless directed by court order), or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, if any, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales, if any); (w) use or permit the use of any portion of the Premises in a manner which will be in violation of law, or for any activity of a type which is not generally considered appropriate for a business district conducted in accordance with good and generally accepted standards of operation; (x) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (y) use the Premises for any unlawful or illegal business, use or purpose, or for any business, use of purpose

which is immoral or disreputable (including without limitation "adult entertainment establishments" and "adult bookstores"), or which is hazardous, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of the certificates of occupancy (or other similar approvals of applicable governmental authorities).

Section 8.2 Signs and Advertising.

Exhibit "D" attached hereto and made part hereof sets forth the permitted signage as of the commencement of this Lease. No other sign, banner, decoration, lettering, advertising matter or other thing visible from the exterior of the premises is permitted without Landlord's prior written approval. Tenant will, at its sole cost and expense, cause to be installed and maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times. Upon vacating the Premises, Tenant agrees, at its expense, to remove all signs and repair any and all damages caused by the installation, maintenance or removal of such signs. Landlord shall have the right to remove any signs in violation of these provisions at Tenant's expense without notice to Tenant and without any liability for any damages caused thereby.

Tenant will not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, banner, advertising matter or any other thing of any kind (including, without limitation, any hand-lettered advertising), and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's approval. Tenant will, at their sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times.

Section 8.3 Trash Removal Service.

Tenant shall properly dispose of all garbage, trash, rubbish or other refuse in proper receptacles, equipped with locks that will be locked at all times, in areas designated by Landlord for this purpose, and Tenant shall arrange for removal of all trash by a reputable independent contractor.

Section 8.4 Hazardous Substances.

Tenant shall not use or allow the Premises to be used for the Release (as hereinafter defined), storage, use, treatment, disposal or other handling of any Hazardous Substance (as hereinafter defined), without the prior consent of Landlord. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii)

petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, (iii) any and all forms of hospital waste, and (iv) any other substance or material deemed to be hazardous, dangerous, toxic or harmful to human health or a pollutant under any federal, state or local law, code, ordinance or regulation. The term "Hazardous Substances" shall not include typical office and cleaning supplies customarily used in the ordinary course of the operation of Tenant's business in customary quantities for such purposes provided they are used in compliance with all applicable laws, rules and regulations.

Tenant shall: (a) give prior notice to Landlord of any activity or operation to be conducted by Tenant at the Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance ("Tenant's Hazardous Substance Activity"), (b) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances, (c) at its own expense, promptly contain and remediate any Release of Hazardous Substances arising from or related to Tenant's Hazardous Substance Activity in the Premises, the Building or the environment and remediate and pay for any resultant damage to property, persons, and/or the environment, (d) give prompt notice to Landlord, and all appropriate regulatory authorities, of any Release of any Hazardous Substance in the Premises, the Building or the environment arising from or related to Tenant's Hazardous Substance Activity, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the Release and any resultant damage to property, persons, or the environment, (e) at Landlord's request from time to time, execute affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances in the Premises, (g) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance.

Section 8.5 No Waste or Nuisance.

Tenant agrees and covenants that Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be located, or in the Building, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Building.

Section 8.6 Landlord's Rules and Regulations.

Tenant agrees to comply with and observe any rules and regulations promulgated by Landlord for the benefit of the Building, a true and correct copy of

which is attached hereto and made a part hereof as Exhibit "C". Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time, to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Building. Notice of such rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof.

ARTICLE IX
MAINTENANCE AND REPAIRS; ALTERATIONS AND RELOCATION

Section 9.1 Maintenance by Tenant.

Tenant shall perform and pay for all cleaning, maintenance, replacements and repair necessary to keep the Premises, and trash and receiving areas adjacent thereto, in a good state of repair and tenantable condition. Without in any way limiting the generality of the foregoing, Tenant shall be responsible for all maintenance, replacements and repairs to the Premises excepting only those items of maintenance, repair and replacement which are stated to be the Landlord's sole responsibility hereunder; and part of Tenant's obligation hereunder shall include all cleaning, maintenance, replacements and repairs to the areas adjacent to the Building and lying within the boundary of the outlined Premises, as depicted on Exhibit "B" hereof, including but not limited to sidewalks, walkways, exclusively used loading docks, trash areas and driveways; and shall include responsibility for the wiring, plumbing, electrical, heating and cooling, including all roof top units, water, sanitary and storm sewer drains and meters, and all other utility lines (including that portion of such lines from the Premises to the main line), servicing the Premises. Tenant shall contract with a licensed HVAC contractor to perform inspections and routine maintenance at least four times per twelve month period throughout the Term.

Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions hereof, any additional electrical wiring which may be required in connection with Tenant's apparatus.

Tenant is aware that the appearance, serviceability, and condition of its Premises affect and reflect upon the Building, as well as Landlord, and therefore affect the ability to conduct business within the Building. Therefore, when determined by Landlord, Tenant shall perform all necessary cleaning, maintenance, replacement or repair to its Premises which Landlord deems necessary for the overall appearance of the Building. Tenant shall commence such cleaning, maintenance, replacement or repair or a course of action reasonably expected to cause such cleaning,

maintenance, replacement or repair, within five (5) business days from receipt of notice from Landlord to cause such cleaning, maintenance, replacement or repair.

If Tenant refuses or neglects to repair property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably practicable after the receipt of written demand thereof, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, and without limiting Landlord's other remedies, Tenant shall reimburse to Landlord its costs for making such repairs, plus twenty (20%) percent for overhead, upon demand and such costs shall be considered Additional Rental due hereunder.

Section 9.2 Maintenance by Landlord.

Landlord shall be responsible for the following maintenance, replacements and repairs to the Building, provided that the same shall not be necessary due to the acts or omissions of Tenant:

- (a) All maintenance, replacements and repairs to the roof, outerwalls exclusive of plate glass and doors, and structural portion of the building in which the Premises is located and which shall be necessary to maintain the building in a safe, dry, and tenantable condition and in good order and repair; and,
- (b) All repairs, replacements, maintenance, and cleaning of the Common Area as set forth on Exhibit "B".

Section 9.3 Damage to Premises.

Tenant will repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse Landlord (as Additional Rental) for the cost of the repair of any damage elsewhere in the Building caused by or arising from the installation or removal of property in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees or contractors). If Tenant shall fail to commence such repairs within five (5) days after notice to do so from Landlord, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental, the cost thereof with interest thereon at the Default Rate until paid.

Section 9.4 Changes and Additions to Building and Common Areas.

Landlord reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Building including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, or other Common Areas, (b) construct

improvements in the Common Areas and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same and (c) make or permit changes or revisions in the Building and Common Areas, including additions thereto and subtractions therefrom, and to convey portions of the Building and Common areas to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof. If the nature or size or amount of the Building or Common Areas should be changed, increased or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rental.

Section 9.5 Roof and Walls.

Landlord shall have the exclusive right to use all or any part of the roof of the Building roof, without limitation including the side and rear walls, and other structural elements of the Premises for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises; and to install, maintain, use repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Building, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises or other structural elements of the Premises (including, without limitation, free-standing columns and footings for all columns), provided that such use shall not encroach on the interior of the Premises unless (i) all work carried on by Landlord with respect to such encroachment shall be done during hours when the Premises are not open for business and otherwise shall be carried out in such a manner as not to unreasonably interfere with Tenant's operations in the Premises, (ii) Landlord, at its expense, shall provide any security services to the Premises required by such work, and (iii) Landlord, at its expense, shall repair all damage to the Premises resulting from such work. Tenant shall not place any equipment or permit anyone to go on the roof without Landlord's prior written consent.

Section 9.6 Notice of Defects and Repairs.

Notwithstanding the division of responsibilities for maintenance and repairs set forth above, Tenant shall give notice to Landlord, by telephone or in person and soon thereafter in writing, of any defects in the Premises and of any necessary repairs or replacements to the Premises, promptly upon Tenant becoming aware of such defect or need for repair or replacement.

**ARTICLE X
COMMON AREAS**

Section 10.1 Use of Common Areas.

Landlord grants to Tenant and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others for normal business purposes during the Term, subject to the exclusive control and management thereof at all times by Landlord and its agents and subject, further, to the rights of Landlord as set forth the Articles entitled "Maintenance and Repairs" and "Common Areas" and Without in any way limiting the scope of Landlord's discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas.

Section 10.2 Management and Operation of Common Areas.

Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Building. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas; (iii) to close temporarily any or all portions of the Common Areas, and; (iv) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable.

ARTICLE XI LIQUOR LICENSE

Section 11.1. Liquor License. Tenant desires the option to secure a Pennsylvania Restaurant Liquor License for the sale of liquor, beer and any other alcoholic beverage for consumption on Premises and off Premises (defined herein as the "Liquor License"). Provided that Tenant is not in default at the time Tenant desires to apply for the Liquor License, and further provided that Tenant hereby agrees to comply with the requirements set forth hereinbelow, Landlord hereby consents to the sale of Alcoholic Beverages (as defined below) for consumption on Premises and off Premises. Notwithstanding the foregoing, any disruption to the adjacent tenants or within the community as a result of the Liquor License, in Landlord's sole discretion, shall be an event of Default and Landlord shall have the option to pursue all remedies set forth in the Lease and at law.

Section 11.2. Indemnity. Without limiting the generality of other provisions of this Lease whereby Tenant indemnifies Landlord, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, actions and suits, and any and all loss, liability, cost, damage or expense relating to the sale, dispensing and consumption of liquor, beer and any other alcoholic beverages, as the case may be ("Alcoholic Beverages") in, at and from the Demised Premises, including, without limitation, (a) any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees, guests or invitees, (b) from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the Lease Term,

whether such claim arises or accident, injury or damages occurs within the Demised Premises, within the Building but outside the Demised Premises, or outside the Building, or (c) from any breach by Tenant or its contractors, licensees, agents, employees, guests or invitees of the provisions and restrictions of this Lease governing the sale, dispensing and consumption of Alcoholic Beverages. This indemnity shall include all costs, expenses and liabilities (including, without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification by Tenant, Landlord would not enter into this Lease Amendment and would not permit the sale of Alcoholic Beverages in or from the Demised Premises, and Tenant covenants that Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless Landlord from all such matters and items mentioned in this indemnity.

Section 11.3. Liquor Liability Insurance. Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by Tenant, and in addition to any other insurance coverage required herein, for so long as Tenant shall serve and dispense Alcoholic Beverages in, at or from the Premises and/or the same shall be consumed on the Premises, Tenant agrees to maintain the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant and Landlord and all those claiming by, through or under Landlord, to limits of \$1,000,000.00 or such increased amounts as in Landlord's good faith judgment shall be adequate to maintain the agreed upon level of protection, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing and consumption of Alcoholic Beverages in, at and from the Demised Premises. Certificates of such insurance for both general liability and liquor liability shall at all times be deposited with Landlord showing current insurance in force; and all such policies shall name Landlord and Landlord's property manager as additional insureds, and shall provide that such policies shall not be canceled or the coverage reduced without at least thirty (30) days prior written notice to Landlord, and such certificate shall evidence the same.

Section 11.4. Security Measures. Tenant covenants and agrees to maintain safety, security, order and decorum in and around all portions of the Demised Premises, and if auxiliary personnel shall reasonably be required for this purpose, the same shall be provided by and at the expense of Tenant whenever requested by Landlord. Tenant shall use all reasonable efforts to avoid any conduct or behavior of any kind reasonably considered by Landlord to be improper or offensive, or to constitute a nuisance or danger to persons or property, or to be disruptive to the business and occupancy of other tenants of the Building or the public peace. Tenant acknowledges that the safety and security of all persons present on or about the Premises, and of all patrons and guests to whom Tenant may serve or dispense Alcoholic Beverages, is the sole responsibility of Tenant; and

Tenant agrees that Landlord shall have no responsibility or liability whatsoever for the safety or security of such persons.

Section 11.5. Covenants Regarding Alcoholic Beverages. Without limiting the generality of the foregoing provisions of this Lease, Tenant agrees to ensure that: (a) Alcoholic Beverages served in, at or from the Demised Premises are not consumed outside the Demised Premises in the Building or elsewhere on or about Landlord's Property; (b) sales, dispensing and consumption of Alcoholic Beverages on, at and from the Premises are conducted in strict compliance with Tenant's Liquor License, with the laws, rules and regulations of the Pennsylvania Liquor Control Board, and with the provisions of this Lease. In no event will the Demised Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like, and the sale, dispensing and consumption of Alcoholic Beverages on, at and from the Premises shall be permitted solely in connection with and incidental to Tenant's restaurant operations. In the event that Landlord determines in Landlord's good faith judgment that Tenant has failed to comply in any material respect with the foregoing provisions, promptly following notification (which may be oral) of such failure to the manager or other supervising employee of Tenant on duty in the Premises at the time, Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as Landlord determines necessary to remedy such failure.

ARTICLE XII **UTILITIES**

Section 12.1 Water, Electricity, HVAC, Telephone and Sanitary Sewer.

Landlord will provide, or cause to be provided, at points in or near the Premises the facilities necessary to enable Tenant to obtain for the Premises electricity, gas and sanitary sewer service. Landlord, at its expense and as part of Landlord's Work, shall cause the Premises to be individually sub-metered for domestic water service and provide the service connections necessary to provide domestic water to Tenant. Tenant shall reimburse Landlord for Tenant's water and sewer consumption as set forth herein below. Following the Possession Date, except for domestic water service, Landlord shall not be responsible for providing any utility service to the Premises, nor for providing meters or other devices for the measurement of utilities supplied to the Premises, and Tenant shall arrange for the furnishing to the Premises of such utility services as it may require, as well as for the installation of all such meters or other devices. Tenant shall be solely responsible for and shall promptly pay, as and when the same becomes due and payable, all charges for water, sewer, electricity, gas, telephone and any other utility used or consumed in the Premises and supplied by a public utility or public authority or any other person, firm or corporation, including Landlord, supplying the same.

Although Landlord shall not be required to supply electricity, gas or any other utility to the Premises, Landlord shall have the option, exercisable at any time and from time to time during the Term, to supply one or more such utilities to the

Premises through Landlord's affiliates or any other supplier. If Landlord shall elect to supply utilities to the Premises, Tenant will purchase its requirements for such service tendered by Landlord, and Tenant will pay Landlord, within ten (10) days after mailing by Landlord to Tenant of statements therefor, at the applicable rates determined by Landlord from time to time, which Landlord agrees shall not be in substantially excess of the public utility rates for the same service, if applicable. If Landlord so elects to supply utilities, Tenant shall execute and deliver to Landlord, within (10) days after request therefor, any documentation reasonably required by Landlord to effect such change in the method of furnishing of utilities.

Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. If Tenant desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities provided by Landlord, such installation shall be subject to Landlord's prior approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost for providing such additional utility facilities or utility facilities of greater capacity.

Section 12.2 Heating, Ventilating and Air-Conditioning.

Landlord shall have no obligation to supply, maintain, repair or replace the heating, ventilating, and air-conditioning equipment and system for the Premises and shall not be responsible for supplying or bearing the cost of the energy required to operate the heating, ventilating and air-conditioning equipment serving the Premises. Tenant covenants and agrees to pay to Landlord, as Additional Rental and in the same manner as Annual Basic Rental is payable, all charges incurred by Landlord regarding the same. Tenant shall contract with a licensed HVAC contractor to perform quarter-annual inspections and routine maintenance throughout the Term.

Section 12.3 Discontinuances and Interruptions of Utility Services.

Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility, or (ii) for any interruption in any utility service (including, without limitation, any heating, ventilation, air-conditioning or sprinkler) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

ARTICLE XIII **INDEMNITY AND INSURANCE**

Section 13.1 Indemnities.

To the extent permitted by law, Tenant shall and does hereby indemnify Landlord and agrees to save it harmless and, at Landlord's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees) judgments, settlement payments, and fines paid, incurred or suffered by Landlord in connection with loss of life, personal injury and/or damage to property or the environment suffered by third parties arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of the Building, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation involving the use, handling, generation, treatment, storage, disposal, other management or Releases of any Hazardous Substance in, from or to the Premises, whether or not Tenant may have acted negligently with respect to such Hazardous Substance. Tenant's obligations pursuant to this Section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

To the extent permitted by law, Landlord shall and does hereby indemnify Tenant and agrees to save it harmless from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees) in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the use of any portion of the Common Areas by Landlord, occasioned wholly or in part by any act or omission of Landlord, its officers, agents, contractors or employees.

Section 13.2 Landlord Not Responsible for Acts of Others Landlord Not Responsible for Insurable Losses.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Premises adjacent to or connecting with the Premises or any other part of the Building or Common Areas, or otherwise. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage resulting to Tenant, or to those claiming by, through or under Tenant, or to its or their property, from any Act of God or unavoidable cause, including but not limited to the breaking, bursting, stoppage or leaking of electrical cable and wires, water pipes, gas lines, sewer or steam pipes.

Tenant acknowledges that Tenant is required to be insured for certain risks and perils, and therefore, Tenant agrees that Landlord shall not be liable to Tenant or to anyone claiming by or through Tenant, and Tenant shall indemnify and hold Landlord harmless for and against, any loss, damage, harm or injury for which Tenant is required to carry insurance, regardless of whether or not Landlord shall be negligent or may otherwise be at fault. Without in anyway limiting the generality of the foregoing, Tenant agrees that: Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of any property of Tenant or of others, by theft or otherwise; Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of nature whatsoever; Landlord shall not be liable for any such damage caused by other persons in the Premises, occupants of adjacent property, of the Building, or the public, or caused by operations in construction of any private, public or quasi-public work; Landlord shall not be liable for any latent defect in the Premises or in the building of which it forms a part; and in general, all property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only. Tenant agrees to indemnify and hold Landlord harmless from any claims or damages or losses set forth in this Section, including but not limited to subrogation claims by Tenant's insurance carrier.

To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Building as Tenant is herein given the right to use, at Tenant's own risk. In the event of conflict with any other provision of this Lease or applicable law, this Section shall govern and shall be operative to limit Landlord's liability.

Section 13.3 Tenant's Insurance.

At all times after the delivery of the Premises by Landlord to Tenant, Tenant will carry and maintain, at its expense, a non-deductible:

- (a) commercial (comprehensive) liability insurance policy, including (but not limited to) insurance against assumed or contractual liability under this Lease, with respect to liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit and /Two Million Dollars (\$2,000,000) per location; and
- (b) all-risks property and casualty insurance policy, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the

Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Premises by or on behalf of Tenant; and

(c) if and to the extent required by law, worker's compensation insurance policy, or similar insurance in form and amounts required by law.

Section 13.4 Tenant's Contractor's Insurance.

Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord, a non-deductible:

- (a) commercial (comprehensive) liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than Three Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate (but not less than \$2,000,000 per location aggregate);
- (b) comprehensive automobile liability insurance policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to personal injury or death and Five Hundred Thousand Dollars (\$500,000) with respect to property damage; and
- (c) worker's compensation insurance policy or similar insurance in form and amounts required by law.

Section 13.5 Policy Requirements.

The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to this Article shall be licensed to do business in the Commonwealth of Pennsylvania. Comprehensive commercial liability and all-risks property and casualty insurance policies evidencing such insurance shall, with respect to comprehensive commercial liability policies, name Landlord and/or its designee(s) as an additional insured, as their interests may appear, and, with respect to special cause of loss and casualty insurance policies, name Landlord and/or its designee(s) as loss payee, shall be primary and non-contributory, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or not renewed without at least thirty (30) days' advance notice to Landlord's management company at The Wedgwood Group, 6025 Broad Street, Pittsburgh, Pa 15206 by certified mail, return receipt requested, or to such other party or address as may be designated by Landlord or its

designee. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under this Article, Landlord may perform the same and the cost of same shall be deemed Additional Rental and shall be payable upon Landlord's demand.

Section 13.6 Increase in Insurance Premiums.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other Property of Landlord or of others within the Building to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon Landlord's demand.

Section 13.7 Waiver of Right of Recovery.

Except as provided under the Section entitled "Hazardous Substances", neither Landlord nor Tenant shall be liable to the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. The provisions of this Section shall not limit the scope of any provisions contained herein for indemnification for liability to third parties. Under no circumstances shall Landlord be liable for lost profits, loss of income, business interruption or any other consequential damages or punitive damages whatsoever.

Section 13.8 Prompt Notice of Loss/Liability.

Tenant shall immediately give notice to Landlord, by telephone or in person and soon thereafter in writing, in case of fire or accidents or injury or other loss incurred in, on or about the Premises.

**ARTICLE XIV
DAMAGE AND DESTRUCTION**

Section 14.1 Landlord's Obligation to Repair and Reconstruct.

If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of Rental. If, as the result of any Casualty, the Premises shall be rendered wholly or

partially untenable, then, subject to the provisions of the following Section, Landlord shall cause such damage to be repaired and all Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be abated proportionately as to the portion of the Premises rendered untenable during the period of such untenability. All such repairs shall be made at the expense of Landlord; provided, however, Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

Section 14.2 Landlord's Option to Terminate Lease.

If the Premises are (a) rendered wholly untenable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance or if a Mortgagee shall fail to make sufficient insurance proceeds available to Landlord, or (c) damaged or destroyed in whole or in part during the last year of the Term, or if the Premises is damaged to the extent of fifty percent (50%) or more of Landlord's Floor Area, then, in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within sixty (60) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 14.3 Demolition of Premises.

If the Premises shall be so substantially damaged that it is reasonably necessary, in Landlord's sole judgment, to demolish same for the purpose of reconstruction, Landlord may demolish the same, in which event the Rental shall be abated to the same extent as if the Premises were rendered untenable by a Casualty.

Section 14.4 Insurance Proceeds.

If Landlord does not elect to terminate this Lease as provided above, Landlord shall, subject to the prior rights of any Mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Premises in accordance with the Section entitled "Landlord's Obligation to Repair and Reconstruct". All insurance proceeds payable with respect to the Premises (excluding proceeds payable to Tenant for Tenant's Trade Fixtures pursuant to the Section of this Lease entitled "Tenant's Insurance") shall belong to and shall be payable to Landlord.

ARTICLE XV CONDEMNATION

Section 15.1 Total Condemnation of Premises.

If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting under such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease. As used in this Article XV, the acquisition or condemnation by eminent domain shall include the purchase by private agreement in lieu of condemnation.

Section 15.2 Partial Condemnation.

If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the business of the Tenant, Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, from the available proceeds of any condemnation award after deduction therefrom for the reasonable expenses of recovery, and this Lease shall continue in full force and effect without any reduction or abatement of Rental.

Section 15.3 Landlord's Damages.

In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, Tenant hereby expressly waiving, any right or claim to any part thereof.

Section 15.4 Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Landlord regardless of whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damages to Tenant's business by reason for the condemnation in, for, or on account of any cost or loss to which Tenant may be put in

removing Tenant's merchandise, furniture, fixtures and equipment; provided, however, that Tenant shall be entitled to no award whatsoever, unless and until sufficient funds are available to satisfy the outstanding debt due any Mortgagee of Landlord who has provided financing or refinancing of the Building or improvements thereon.

In that regard, Tenant does hereby assign so much of any award due it as set forth in this Section as may be necessary to satisfy the outstanding debt due any Mortgagee as herein provided, provided that all of Landlord's award has been applied to the reduction of the outstanding debt towards the Mortgagee.

ARTICLE XVI

ASSIGNMENTS AND SUBLETTING

Section 16.1 Landlord's Consent Required.

Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments its interest in this Lease (each individually and collectively referred to in this Section as a "transfer") without first obtaining the consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure, or any change of ownership of Tenant by sale of interests in Tenant (each, a "deemed transfer"); provided, however, that Landlord shall not unreasonably withhold its consent to a deemed transfer. When determining whether or not to provide its consent to a deemed transfer, Landlord shall be entitled to take into consideration, among other things, the financial condition of Tenant or the assignee or sublettee as the case may be, and any proposed change in the goods and services to be sold from the Premises. Consent by Landlord to any transfer shall not constitute a waiver of the requirement for such consent to any subsequent transfer.

Section 16.2 Transfer of Corporate Shares.

If Tenant is a corporation (other than a corporation the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934) and if at any time after execution of this Lease any part or all of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of said corporation by the person(s) now owning a majority of said corporate shares, Tenant shall give Landlord notice of such event within fifteen (15) days of the date of such

transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 16.3 Acceptance of Rental from Transferee.

The acceptance by Landlord of the payment of Rental following any assignment or other transfer prohibited by this Article XVI shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

**ARTICLE XVII
DEFAULT**

Section 17.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":

- (a) The sale of Tenant's interest in the Premises under attachment, execution or similar legal process, the appointment of a receiver or trustee for the business or property of Tenant or any guarantor of this Lease, the making by Tenant or any such guarantor of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law, or if Tenant or any such guarantor is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code, and any such adjudication or order is not vacated within ten (10) days.
- (b) The commencement of a case under any chapter of the Federal Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor as bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.
- (c) The failure of Tenant to pay any Rental or other sum of money within ten (10) days after the same is due hereunder, provided, however, if

tenant shall fail to timely pay any Rental or other sum of money within ten (10) days of when due under this Lease two (2) or more times in any twelve (12) month period, then notwithstanding that such late payment shall have been cured by Tenant, any further similar late payment shall be deemed an Event of Default without the ability for cure.

- (d) Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within fifteen (15) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such fifteen (15) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such fifteen (15) day period and shall thereafter diligently prosecute the curing of same; provided, however, if Tenant shall default in the performance of any such covenant or agreement of this Lease two (2) or more times in any twelve (12) month period, then notwithstanding that each of such defaults shall have been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability for cure.
- (e) The vacation or abandonment of the Premises by Tenant at any time following delivery of possession of the Premises to Tenant.
- (f) The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease.

Section 17.2 Remedies.

Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

- (a) With or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant, which is or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment (it being agreed that said property shall at all times be bound with a lien in favor of Landlord and shall be chargeable for all Rental and for the fulfillment of the other covenants and agreements herein contained), and Landlord may sell all or any part thereof at public or private sale. Tenant agrees that five (5) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including reasonable attorneys' fees); second, toward

the payment of any indebtedness, including (without limitation) indebtedness for Rental, which may be or may become due from Tenant to Landlord; and third, to pay Tenant, on demand, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid;

- (b) Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rental and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this clause (b) and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in this clause (b) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency;
- (c) Elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and reenter the Premises, with or without judicial process, and remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;
- (d) Declare immediately due and payable the balance of Rental, Building Operating Costs and other charges that may otherwise be due and payable over the remainder of the Term; and;
- (e) Exercise any other legal or equitable right or remedy which it may have.

Any cost and expenses incurred by Landlord (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be deemed to be Additional Rental and shall be repaid to Landlord by Tenant upon demand.

Section 17.3 Damages.

If this Lease is terminated by Landlord, Tenant nevertheless shall remain liable for any Rental and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its

remedies hereunder, or in renting the Premises to others from time to time (all such Rental, damages, costs, fees and expenses being referred to herein as "Termination Damages"). Termination Damages shall be due and payable immediately upon demand by Landlord. Liquidated Damages shall be due and payable at the times set forth herein and/or as otherwise established by Landlord.

If this Lease is terminated, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any Rental due upon such reletting. Nothing contained in this Lease shall limit or prejudice the right of Landlord to provide for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to provide for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages.

Section 17.4 Warrant of Attorney to Confess Judgment

A. EJECTMENT. FOR VALUE RECEIVED AND FORTHWITH UPON OCCURRENCE OF EACH AND EVERY BREACH OR DEFAULT HEREUNDER, TENANT FURTHER AUTHORIZES AND EMPOWERS IRREVOCABLY ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE, EITHER IN ADDITION TO OR WITHOUT SUCH JUDGMENT FOR THE AMOUNT DUE ACCORDING TO THE TERMS OF THIS LEASE, TO APPEAR FOR THE TENANT AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND IN FAVOR OF LANDLORD IN AN AMICABLE ACTION OF EJECTMENT FOR THE PREMISES, WITH ALL OF THE CONDITIONS, FEES, RELEASES, AND THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION FOR THE PREMISES AND WRIT OF EXECUTION FOR THE AMOUNT OF SUCH JUDGMENT AND COSTS,

WITHOUT LEAVE OF COURT, AND LANDLORD MAY WITHOUT NOTICE RE-ENTER AND EXPEL TENANT FROM THE PREMISES, AND ALSO ANY PERSON HOLDING UNDER TENANT FROM THE PREMISES, AND, IN EACH CASE, THIS LEASE OR A TRUE COPY THEREOF SHALL BE A SUFFICIENT WARRANT OF ANY PERSON.

B. Waiver of Due Process Rights. Tenant hereby warrants and represents that Tenant has read this Lease, that Tenant fully understands this Lease. Tenant further warrants and acknowledges that pursuant to the foregoing warrant of attorney to confess judgment, Tenant has knowingly and voluntarily waived its rights to notice and a hearing in court prior to entry of judgment confessed against Tenant by Landlord. Tenant further warrants and acknowledges that pursuant to the foregoing warrant of attorney to confess judgment, Tenant has knowingly and voluntarily waived its rights to notice and a hearing in court prior to issuance of execution process to collect any judgment confessed against Tenant by Landlord. Tenant further warrants and represents that Tenant has consulted with legal counsel regarding the foregoing warrant of attorney to confess judgment, has been fully informed and advised by such legal counsel and has had full opportunity to ask questions of such legal counsel concerning this matter. Tenant further acknowledges that Tenant has the right to file a motion to open or strike and judgment confessed against Tenant by Landlord, in accordance with the Pennsylvania Rules of Civil Procedure and other requirements of law, provided that Tenant moves promptly to do so, and Tenant agrees that this remedy is adequate and sufficient to protect Tenant's rights.

C. Waiver of Redemption Rights. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, whether pursuant to the foregoing warrant of attorney to confess judgment in ejectment or otherwise, or for any other reason or cause.

ARTICLE XVIII **SUBORDINATION AND ATTORNMENT**

Section 18.1 Subordination.

Unless a Mortgagee shall otherwise elect, Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of: (a) any lease of land only or of land and buildings in a sale-leaseback or lease-sublease-back transaction involving the Premises or Landlord's interest therein; or (b) any mortgage, deed of trust or other security instrument constituting a lien upon the Premises or upon the leasehold interest in the Premises or Landlord's interest therein, whether the same shall be in existence at the date hereof or created hereafter, any such lease, mortgage, deed of trust or other security instrument being

referred to herein as a "Mortgage", and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee or noteholder being referred to herein as a "Mortgagee". Tenant's acknowledgment and agreement of subordination provided for in this Section are self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances thereof as shall be requisite or as may be requested from time to time by Landlord or any Mortgagee.

Section 18.2 Attornment.

If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

**ARTICLE XIX
NOTICES**

Section 19.1 Sending of Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease, by Landlord or Tenant, shall be in writing and shall be sent by United States registered or certified mail or express mail, return receipt requested or hand delivered by local courier or national overnight delivery service, in each case addressed as follows (or such other addresses as Tenant or Landlord shall designate by giving written notice thereof to the other):

If to Landlord: The Wedgwood Group
6025 Broad Street
Pittsburgh, Pennsylvania 15206

If to Tenant: _____
Attn: Parth Patel
220 North Highland Avenue
Pittsburgh, Pennsylvania 15206

Section 19.2 Notice to Mortgagees.

If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to

such Mortgagee in the manner prescribed herein and to such address as such Mortgagee shall designate.

ARTICLE XX MISCELLANEOUS

Section 20.1 Radius Restriction.

Tenant agrees that Tenant (and if Tenant is a corporation or partnership or other entity, its officers, directors, stockholders, partners, members, parents, subsidiaries and any of their affiliates) shall not, directly or indirectly, operate, manage or have any interest in any other store or business (unless in operation on the date of this Lease) which is similar to or in competition with the Permitted Use on the Commencement Date of this Lease and for the Term of this Lease within the Restriction Area.

Section 20.2 Estoppel Certificates.

At any time and from time to time, within ten (10) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such Mortgagee or other party as may be designated by Landlord, a certificate in an acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Landlord. If Tenant fails to provide such certificate within ten (10) days after request by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify.

Section 20.3 Inspections and Access by Landlord.

Tenant will permit Landlord, its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry out any provision of this Lease and for any other legal purpose. In the event of an occurrence which Landlord reasonably believes is an emergency, Landlord may enter the Premises for such purposes at any time, upon such notice to Tenant, if any, as shall be feasible under the circumstances. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except otherwise herein specifically provided.

Section 20.4 Recording of Lease.

Tenant shall not record this Lease without the prior written consent of Landlord.

Section 20.5 Remedies Cumulative.

No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right to remedy consequent upon a breach thereof, and no acceptance of full or partial Rental during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Building shall affect or alter this Lease in any way whatsoever.

Section 20.6 Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns and subtenants of Tenant to whom the assignment of this Lease or the subletting of the Premises by Tenant has been consented to by Landlord as provided in this Lease. Upon any sale or other transfer by Landlord of its interest in the Premises and in this Lease, Landlord shall be relieved of any obligations under this Lease accruing thereafter.

Section 20.7 Compliance with Laws and Regulations.

Tenant, at its sole cost and expense, shall comply, and shall cause the Premises to comply with (a) all federal, state and local laws, rules, regulations and ordinances ("Laws") affecting or applicable any part of the Premises, or the use and occupancy thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes to the Premises, whether or not any such Laws which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same (b) all rules, orders and regulations of the National Fire Protection Association, Landlord's casualty insurer(s) and other applicable insurance rating organizations or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises, and (c) all requirements of Landlord's insurance company or companies regarding fire safety and the safety of persons and property on or about the Building with respect to the Premises. For the avoidance of doubt, Landlord shall be required to make any required changes to the Building outside of the Premises.

Section 20.8 Interpretation.

The table of contents and the Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease. As used herein, the singular shall include the plural, the plural shall include the singular and any use of the male or female gender shall include the other gender, all wherever the same shall be applicable and when the context shall admit or require. Tenant acknowledges and agrees that this Lease has been fully and freely negotiated, and accordingly, this Lease shall be construed and interpreted without regard to any presumption or rule of construction against Landlord as the drafter of this Lease or otherwise.

Section 20.9 Joint and Several Liability.

If two or more individuals, partners or entities shall sign this Lease as Tenant, the liability of each of them to pay Rental and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one or more of them shall be deemed to have been given or made by, with or to all of them.

Section 20.10 Broker's Commission.

Each of the parties represents that there are no claims for brokerage or commissions or finders' fees in connection with the execution of this Lease other than a separate agreement by and between Ballymoney Real Estate Services, Inc. and Landlord. Landlord shall be responsible for all broker commissions due and owing to Ballymoney Real Estate under separate agreement. Landlord and Tenant agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 20.11 No Discrimination.

Tenant shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

Section 20.12 No Joint Venture.

By entering into this Lease, Landlord does not, in any way, or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

Section 20.13 No Option.

The submission of this Lease for examination does not constitute an offer to lease or option for the Premises, and this Lease shall become effective only upon

execution and delivery of this Lease by both parties, by their duly authorized agents or officers where applicable.

Section 20.14 No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relief upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 20.15 Severability.

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20.16 Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a Mortgagee.

Section 20.17 Tenants Which are Entities.

If Tenant is an entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is duly formed and properly constituted and in good standing under the laws of the state of its organization, and is qualified and registered to do business in the Commonwealth of Pennsylvania; Tenant's name as set forth in this lease is Tenant's full and correct legal name; all Tenant's franchises and corporate taxes have been paid to date; all future forms reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by all requisite corporate, partnership, limited liability company or other entity action to execute and deliver this Lease on behalf of the Tenant.

Section 20.18 Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 20.19 Performance of Landlord's Obligations by Mortgagee.

Tenant shall accept performance of any of Landlord's obligations hereunder by any Mortgagee of Landlord.

Section 20.20 Waiver of Certain Rights.

Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding, claim or counterclaim arising out of this Lease or Tenant's occupancy of or right to occupy the Premises. Tenant further agrees that in the event Landlord commences any action or proceeding to enforce its rights and remedies under this Lease, including but not limited to any summary proceeding for nonpayment of Rental or possession of the Premises, Tenant will not interpose and hereby waives all right to interpose any counterclaim of whatever nature in any such action or proceeding. Tenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior to or subsequent to the summary proceeding.

Section 20.21 Limitation on Right of Recovery Against Landlord.

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Building and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of the sale of its interest in the Building. No personal judgment or deficiency judgment shall lie against Landlord upon extinguishment of its rights in the Building and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Mortgagee. If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant be entitled to any money damages in any action or by way of set-off, defense or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies.

Section 20.22 Survival.

All representations, warranties, covenants, conditions and agreements of Tenant contained herein which either are expressed as surviving the expiration or

termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, including (without limitation) the obligations of indemnification contained herein, shall survive the termination or expiration of this Lease.

Section 20.23 Time of the Essence.

Time is of the essence with respect to all of Tenant's obligations contained herein.

Section 20.24 Force Majeure.

Time periods for performance of Landlord's or Tenant's obligations hereunder shall be extended for the period of time during which such performance is prevented due to circumstances beyond Landlord's or Tenant's control, including without limitation strikes, embargos, moratoria, governmental regulations, unavailability of permits or approvals, labor or material shortages, acts or omissions of other parties, acts of God, weather, war or other strife.

Section 20.25 Related Parties.

Tenant agrees that any right which is reserved to Landlord herein may be exercised by Landlord's authorized agents, employees and contractors, including without limitation any property manager designated for this purpose by Landlord. Tenant agrees to advise its agents, employees, representatives, contractors, customers, invitees and guests of all covenants, agreements, restrictions and prohibitions contained in this Lease, and to cause such parties to comply with and observe all such covenants, agreements, restrictions and prohibitions applicable to Tenant under this Lease.

**ARTICLE XXI
SECURITY DEPOSIT**

Section 21.1 Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest, as security for the timely and faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by Tenant to be kept and performed during the Term. The posting of such deposit shall not excuse Tenant from the timely payment and performance of its obligations hereunder, including without limitation the payment of the last month's rent. Landlord may hold the Security Deposit in its general accounts with other funds, without interest, and shall have no obligation to segregate the same from any other funds.

Section 21.2 Use and Release of the Security Deposit.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease, Landlord, at its option, may appropriate and apply the Security Deposit, or so much thereof, as may be necessary to compensate Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rental or other sums due and payable to Landlord by Tenant hereunder, then Tenant, upon the written demand of Landlord, shall forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of the Term of this Lease. Should Tenant comply with all of the terms, covenants and conditions of the Lease and promptly pay all of the Rental herein provided for as it falls due, and pay all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant at the end of the Term of this Lease, or upon the earlier termination of this Lease as otherwise provided herein. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, in the event that Landlord's interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease of the day and year first above written.

WITNESS:

LANDLORD:

Edward J. Lesoon, Jr.,
d/b/a The Wedgwood Group

By: Edward J. Lesoon Jr.

WITNESS:

TENANT:

Parth Patel

P. Patel

By: _____

Name: Parth Patel
Date: April 8, 2024

WITNESS:

TENANT:

Ankitkumar Patel

A. Patel

By: _____

Name: Ankitkumar Patel
Date: April 8, 2024

WITNESS:

TENANT:

Pritesh Patel

P. Patel

By: _____

Name: Pritesh Patel
Date: April 8, 2024

EXHIBIT "A"

LANDLORD OWNED EQUIPMENT LIST

EXHIBIT "B"

SITE PLAN & PREMISES

EXHIBIT "D"

**DESCRIPTION OF
PERMITTED SIGNAGE**

Tenant expressly acknowledges and agrees that Landlord will not give its written consent to erect or maintain any sign on the glass portion only of the Premises without Landlord's express permission.

EXHIBIT "C"
RULES AND REGULATIONS

TENANT agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord provided that Tenant shall at all times have the right to utilize its rear service area.

2. No aerial or satellite dish shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any device so installed without such written consent shall be subject to removal without notice at any time.

3. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

4. If the Premises are equipped with heating facilities separate from those in the remainder of the Building, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

6. Tenant shall not place or permit any obstructions or merchandise outside the Premises, except as permitted in the Lease.

7. The plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the tenant, who shall, or whose employees, agents or invitees shall have caused it.

8. All garbage and refuse shall be kept in containers sufficient to reduce odor and nuisance. The dumpster area shall be kept free and clear of debris and garbage at all times. Tenant shall pay the cost of removal of any of Tenant's refuse.

9. The outside areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

10. Tenant shall use at Tenant's cost a reputable pest extermination contractor at such intervals as is recommended by industry standard for the Use.

Parcel ID :0083-R-00204-0000-00
Property Address :220 N HIGHLAND AVE
PITTSBURGH, PA 15206

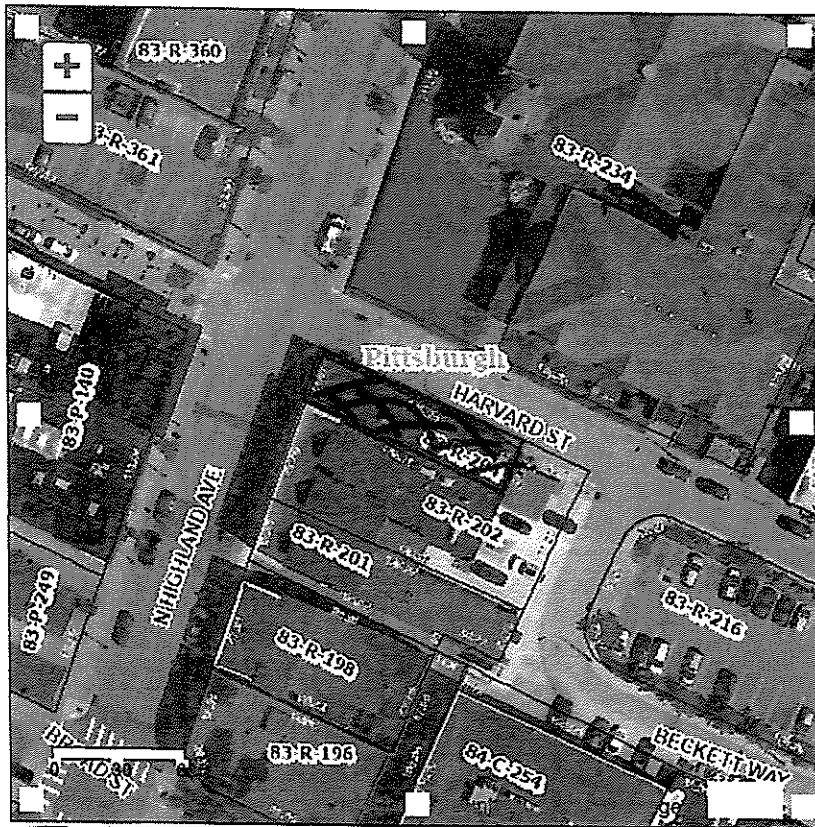
Municipality :111 11th Ward - PITTSBURGH
Owner Name :LESOON EDWARD J JR

Data displayed on this map is for informational purposes only. It is not survey accurate and is meant to only show a representation of property lines.

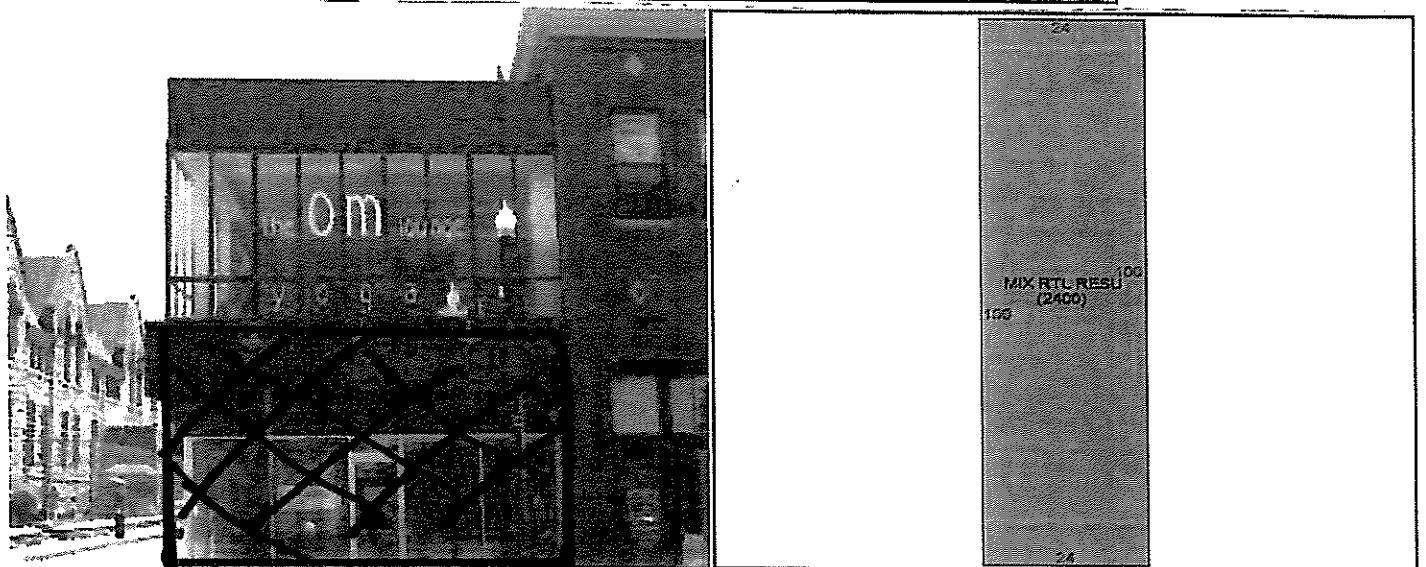
Print

Note: This button uses pop-ups. Please click help button for further printing instructions.

1st Floor
AND
Basement




Premises











ATTACHMENT G

CERTIFICATE OF OCCUPANCY CITY OF PITTSBURGH

Date Applied: 08/06/2003

Number: 87166

Use Group: A3

Date Issued: 08/11/2004

ZBA Number:

Ward: 11

Building Permit 03-04832

Date BP Completed: 08/02/2004

Const. Type: 2C

Location: 220 N HIGHLAND AVENUE

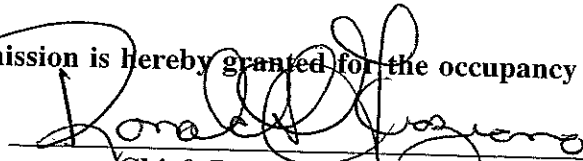
Permitted Occupancy: 3100 SQ. FT. GROUND FLOOR AND BASEMENT FOR RESTAURANT.

(OCCUPANY PLACARD - 50 PERSONS OR LESS.)

Owner: EDWARD LESOON
4749 BAUM BLVD
PITTSBURGH PA 15213

Lessee SHEF TANK
3508 FRAZIER STREET
PITTSBURGH PA 15213

Permission is hereby granted for the occupancy above described.



Chief, Bureau of Building Inspection



ATTACHMENT H

REVA Restaurant Business Plan





REVA

MODERN INDIAN CUISINE

Pritesh, Parth & Ankitkumar Patel
220 N Highland Ave,
Pittsburgh, PA 15206
Reva.pgh@gmail.com

Table of Contents

1. Executive Summary
2. Company Overview
 - a. Restaurant Concept
 - b. Restaurant Service Model
 - c. Sample Menu
 - d. Design and Layout
 - e. Management Team
3. Industry Analysis
 - a. Target Market and Market Positioning
4. Marketing Plan
 - a. Marketing Program
 - b. Loyalty Program
 - c. Community and Charity Involvement
5. Financial Analysis and Growth Plan

Executive Summary

Reva Modern Indian Cuisine is an innovative dining experience that reimagines traditional Indian flavors through a contemporary lens. Located in the heart of Pittsburgh PA, Reva aims to attract both local food enthusiasts and visitors seeking an authentic yet modern interpretation of Indian cuisine.

Reva will distinguish itself through its focus on locally sourced ingredients, a diverse menu featuring both classic and contemporary dishes, and a curated beverage selection that enhances the dining experience. Our atmosphere will reflect the vibrancy of Indian culture, creating an inviting space for all guests.

Reva Modern Indian Cuisine is poised to make a significant impact in East Liberty's dining scene. By focusing on innovation, quality, and an exceptional guest experience, we aim to become a beloved culinary destination in the community.

East Liberty area needs a warm and friendly place with excellent Indian cuisine. A place where you always know you will get the best of everything. Reva will feature a cozy dining room. Comfortable furnishings and decor with soothing warm tones. It will be the perfect place to stop in for a bite to eat, for a drink or for a small business meeting.

Reva has reinvented itself to include a wide spectrum of innovative cuisines. Thus, offering you a wide spread of the choicest dishes. We will include South as well as North Indian cuisine to satisfy our customers palate. It is a well-known fact that Indian cuisine has made its mark worldwide. Adding value will be an interesting business lunch menu with specialties every day. Prices will be competitive with other upscale restaurants in the area. However, it is the strategy of Reva to give a perception of higher value than its competitors, through its food and excellent service.

The restaurant will be open seven days a week. The restaurant will be casual fine dining in a cozy atmosphere. Warm colors, fresh flowers, soft music, candles and amazing artwork from some of the area's most notable new artists.

The service will be relaxed, very friendly and correct. We will hire the best people available, training, motivating and encouraging them, and thereby retaining the friendliest most efficient staff possible.

Most important to us is our financial success and we believe this will be achieved by offering high-quality service and excellent food with an interesting twist. We have created financial projections based on our experience and knowledge of the area.

Company Overview

Mission Statement: To celebrate and elevate Indian cuisine by combining traditional ingredients and techniques with modern interpretations, creating memorable experiences for every guest.

Restaurant Concept

Reva is a great place to eat, combining an intriguing atmosphere with excellent, interesting food. The mission is not only to have great tasting food but also have efficient and friendly service because customer satisfaction is paramount. We want to be the restaurant choice for all families and singles, young and old, male or female. Employee welfare will be equally important to our success. Everyone will be treated fairly and with the utmost respect. We want our employees to feel a part of the success of Reva. Happy employees make happy guests.

Reva will be the perfect place when customers need that 'little extra.' They can have business meetings here, a place for a quiet conversation, or for a special occasion.

We will combine menu variety, atmosphere, ambiance and a friendly staff to create a sense of 'place' to reach our goal of overall value in the fine dining experience. We want fair profits for the owners, and a rewarding place to work for the employees.

Restaurant Service Model

We will be open 7 days a week from 11:00AM to 9:30PM.

We truly believe in leveraging technology to reduce costs and streamline the operation.

We are planning on having a hybrid model providing us multiple streams of income.

1. **Continued Service:** *Handheld order and pay technology to allow guests to continue to order to staff members as they pass by.*
2. **Kiosk Self-Service:** *We will put takeout orders or for patrons who are in rush, Kiosk will speed up service and drastically lower your labor costs. They can make for a more seamless customer experience, and they free up time your staff can use to serve up exceptional hospitality and amazing food.*
3. **Online delivery and Subscription Club:** *We will be partnering up with various food delivery companies for single orders and creating an in-house subscription model which provides weekly food delivery.*
4. **Catering:** *We will also take orders for facilitating food for various events like weddings, birthday parties etc.*

Sample Menu

Please see attached.

Design and Layout

The creation of a unique and innovative fine dining atmosphere will differentiate us from the competition. The restaurant will stand out from the other restaurants in the area because of the unique design and decor. We will offer a fine dining experience in a cozy atmosphere. Due to intense competition, restaurateurs must look for ways to differentiate their place of business to achieve and maintain a competitive advantage. The

fact that no other restaurants in the area has this concept and atmosphere presents us with a window of opportunity and an entrance into a profitable niche in the market.

Management Team

The restaurant will start out as a Reva Hospitality Management INC DBA Reva modern Indian Cuisine, owned by its founders Pritesh Patel, Parth Patel and Ankitkumar Patel. Ms. Rohit Mhatre will function as the General Manager and master chef. Rohit will be working in the kitchen and managing personnel. Pritesh, Parth and Ankitkumar focus on financial issues, Payroll and Staffing.

Industry Analysis

Target Market & Market Positioning

Reva intends to cater to a wide group of people. We want everyone to feel welcome and relaxed in a cozy atmosphere with a wide and varied menu. It is our goal to have "something for everyone" every day on our menu. In looking at our market analysis, we have defined the following groups as targeted segments.

The Business Man: They work hard all day and often stay overnight in a strange city. He needs a competent establishment that helps impress his clients and prospects. Afterward, they want to relax and use the money they are making. They are the people that spend the most on food and tips.

Happy Couples: The restaurant will have an intimate, romantic, sophisticated atmosphere that encourages people to bring dates and to have couples arrive. Reva wants to be a search place where people meet each other and develop a network. These young couples are generally very successful but balanced.

The Family: The perfect place for a family dinner. Families will come for the accommodative menu and friendly service. The excellent value in their meals will keep Reva in favor with the parents.

High-end Singles: We will attract them with our decor and layout. Our international menu, striking artwork, special events, excellent service and engaging clientele will confirm the feeling of being in "the coolest place" in East Liberty.

Online-ordering/Subscriptions club: Online ordering and subscription model it for those busy individuals who don't have time to make it to restaurant. Now a days everyone is working and no wants to cook but at the same time they don't spend money

every day on fine food., Our subscriptions model is target towards them. Their menu will be different from restaurant menu and mostly will contain healthy option.

Catering: We don't have much option for catering in Pittsburgh area who offer Indian cuisine. We feel its untapped segment and could provide us with tremendous growth opportunities.

Marketing Plan

Marketing Programs

We will employ three different marketing tactics to increase customer awareness of Reva. Our most important tactic will be word-of-mouth/in-store marketing. This will be by far the cheapest and most effective of our marketing programs.

Word-of-mouth/In-store Marketing

- V.I.P. Party - We will host a V.I.P. Dinner before the 'Grand Opening.' This will serve the dual purpose of training our staff and introducing ourselves to the community.
- Grand Opening celebration.
- Once a month invite a new local artist to show their work in the restaurant.
- Valentine's Day.
- Easter dinner.
- Fourth of July celebration.
- Labor Day weekend party.
- New Year's Eve party.
- Memorial Day.
- Diwali
- Holi
- And many other Indian holidays that need special food items specific for that occasion.

Local Store Marketing

- Make a brochure for the large hotels and popular bed & breakfast establishments in town to provide to their guests, containing interior pictures of our restaurant, menus and prices.

Social Media

- Social media campaign - Placing several ads throughout the month to deliver our concept to the local area.
- Hiring local social media influencer to try our food and broadcast it live on Facebook, Instagram etc.

- Direct mail piece - Containing interior pictures of our restaurant, our menu, catering and an explanation of our concept.
- Website

Target marketing to businesses for regular business lunch and dinner entertaining

Loyalty Program

In today's world Data is the new gold and we plan to take full advantage of it. We are planning to implement Toast's out of box and simple loyalty program. That will give us the opportunity to get customers' email and phone numbers. Then we will be sending customer emails and texts to provide them with our latest new items and specials.

Loyalty programs are a way to use customer data to drive repeat visits. With Loyalty, guests automatically accrue points whether they dine in-store or place an order online. Loyalty accounts linked to a guest's credit card makes this easy. Plus, you can combine loyalty and email and use the insights available from your customers' loyalty analytics to send targeted email campaigns to those who are close to reaching rewards or are close to being considered loyal.

Community / Charity Involvement

There are several nursing homes and hospitals in town. We will approach them to sponsor meals for the elderly. This will offer us higher visibility to a group that may not be as mobile, and we'll be contributing to the community in a material way. Word-of-mouth referral is very powerful and particularly amongst the elderly to both their peers and their extended families.

Financial Analysis and Growth Plan

Please see attached financial projections.

Reva Hospitality Management Inc

Profit and Loss

January 1-October 29, 2024

ACCOUNT	TOTAL
Income	
Sales	\$411,559.49
Total for Income	\$411,559.49
Cost of Goods Sold	
Cost of goods sold	0
Supplies & materials - COGS	\$46,291.45
Total for Cost of goods sold	\$46,291.45
Total for Cost of Goods Sold	\$46,291.45
Gross Profit	\$365,268.04
Expenses	
Advertising & marketing	\$650.00
Business licenses	\$420.16
Contract labor	\$7,200.00
General business expenses	\$918.47
Bank fees & service charges	\$29.95
Total for General business expenses	\$948.42
Insurance	\$5,148.00
Meals	\$218.30
Office expenses	0
Office supplies	\$954.31
Printing & photocopying	\$197.01
Software & apps	\$1,383.48
Total for Office expenses	\$2,534.80
Payroll expenses	\$86.97
Salaries & wages	\$11,191.61
Total for Payroll expenses	\$11,278.58
Repairs & maintenance	\$512.53
Supplies	\$675.12
Supplies & materials	\$13,245.76
Total for Supplies	\$13,920.88
Taxes paid	0
Payroll taxes	\$16,629.46
Total for Taxes paid	\$16,629.46
Travel	0
Hotels	\$3,214.18
Total for Travel	\$3,214.18

Reva Hospitality Management Inc

Profit and Loss

January 1-October 29, 2024

ACCOUNT	TOTAL
Utilities	\$6,850.84
Disposal & waste fees	\$972.44
Internet & TV services	\$495.00
Total for Utilities	\$8,318.28
Total for Expenses	\$70,993.59
Net Operating Income	\$294,274.45
Other Income	
Credit card rewards	\$1,219.84
Total for Other Income	\$1,219.84
Other Expenses	
Vehicle expenses	0
Vehicle gas & fuel	\$1,832.49
Total for Vehicle expenses	\$1,832.49
Total for Other Expenses	\$1,832.49
Net Other Income	-\$612.65
Net Income	\$293,661.80


ATTACHMENT I

4140 E. State Street
Hermitage, PA 16148

ADDRESS SERVICE REQUESTED

REVA HOSPITALITY MANAGEMENT INC
ANKITKUMAR P PATEL
PRITESH PATEL
2402 FAIRHILL RD
SEWICKLEY PA 15143-9008

Managing Your Accounts

	Online	www.fnb-online.com
	By Phone	1 800-555-5455
	By Mail	4140 E. State Street Hermitage, PA 16148

Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$2,630.16

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
05/01/2024	Balance Last Statement	\$0.00	Minimum Balance	\$2,630.16
	1 Credit(s) This Period	\$8,000.00	Average Ledger Balance	\$5,771.37
	4 Debit(s) This Period	\$5,369.84	Average Available Balance	\$5,771.37
05/31/2024	Balance This Statement	\$2,630.16		

Account Activity

Post Date	Description	Debits	Credits	Balance
05/01/2024	Balance Last Statement			\$0.00
05/02/2024	DEPOSIT		\$8,000.00	\$8,000.00
05/06/2024	DUQUESNE LIGHT DLC - COM 4265021	\$1,290.00		\$6,710.00
05/20/2024	Toast, Inc Toast, Inc ST-J2K6X3W7F1A1	\$500.00		\$6,210.00
05/24/2024	Toast, Inc Toast, Inc ST-D5C9F4M4O3S5	\$3,315.84		\$2,894.16
05/29/2024	VOGEL DISPOSAL S ACH 724-625-1511	\$264.00		\$2,630.16
05/31/2024	Balance This Statement			\$2,630.16

Daily Balances

Date	Amount	Date	Amount	Date	Amount
05/02/2024	\$8,000.00	05/20/2024	\$6,210.00	05/29/2024	\$2,630.16
05/06/2024	\$6,710.00	05/24/2024	\$2,894.16		

To learn more about FNB's deposit account practices such as our posting order, what is an available balance, and how preauthorized point-of-sale debit card transactions affect your account, please visit the following websites:




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	By Mail	4140 E. State Street Hermitage, PA 16148

Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$23,800.81

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
06/01/2024	Balance Last Statement	\$2,630.16	Minimum Balance	\$2,630.16
	24 Credit(s) This Period	\$31,795.79	Average Ledger Balance	\$12,373.89
	10 Debit(s) This Period	\$10,625.14	Average Available Balance	\$12,139.07
06/28/2024	Balance This Statement	\$23,800.81		

Account Activity

Post Date	Description	Debits	Credits	Balance
06/01/2024	Balance Last Statement			\$2,630.16
06/06/2024	DEPOSIT		\$6,575.00	\$9,205.16
06/12/2024	Citizens NET SETLMT 4445063992291		\$32.07	\$9,237.23
06/12/2024	CHECK # 1005	\$619.74		\$8,617.49
06/13/2024	Citizens NET SETLMT 4445063992291		\$167.14	\$8,784.63
06/14/2024	Citizens NET SETLMT 4445063992291		\$50.66	\$8,835.29
06/17/2024	Citizens NET SETLMT 4445063992291		\$55.10	\$8,890.39
06/17/2024	Citizens NET SETLMT 4445063992291		\$1,239.16	\$10,129.55
06/17/2024	Citizens NET SETLMT 4445063992291		\$1,580.55	\$11,710.10
06/17/2024	Toast, Inc Toast, Inc ST-Z7M6V2Q9D5K0	\$506.20		\$11,203.90
06/17/2024	Toast, Inc Toast, Inc ST-Z4A5G1V6A0A9	\$93.28		\$11,110.62
06/18/2024	Citizens NET SETLMT 4445063992291		\$1,264.66	\$12,375.28
06/18/2024	UBER USA 6787 EDI PAYMNT 3PXVLSX6YW7QVPK		\$1,276.46	\$13,651.74
06/20/2024	Citizens NET SETLMT 4445063992291		\$790.81	\$14,442.55
06/20/2024	Citizens NET SETLMT 4445063992291		\$1,174.13	\$15,616.68
06/20/2024	AMEX EPAYMENT ACH PMT W4022	\$295.92		\$15,320.76
06/21/2024	DoorDash, Inc. DoorDash - ST-R1L6V2F9R2E2		\$801.28	\$16,122.04
06/21/2024	Citizens NET SETLMT 4445063992291		\$1,178.79	\$17,300.83
06/21/2024	GRUBHUB INC Jun Actvty 24062119igb2XAg		\$1,712.73	\$19,013.56
06/24/2024	Citizens NET SETLMT 4445063992291		\$811.32	\$19,824.88

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SEWICKLEY PA 15143-9008

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	By Phone	1 800-555-5455
	By Mail	4140 E. State Street Hermitage, PA 16148

Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$40,406.91

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
06/29/2024	Balance Last Statement	\$23,800.81	Minimum Balance	\$20,251.99
	47 Credit(s) This Period	\$80,867.67	Average Ledger Balance	\$31,814.14
	41 Debit(s) This Period	\$64,261.57	Average Available Balance	\$31,814.14
07/31/2024	Balance This Statement	\$40,406.91		

Account Activity

Post Date	Description	Debits	Credits	Balance
06/29/2024	Balance Last Statement			\$23,800.81
07/01/2024	Citizens NET SETLMT 4445063992291		\$1,000.81	\$24,801.62
07/01/2024	Citizens NET SETLMT 4445063992291		\$1,428.29	\$26,229.91
07/01/2024	Citizens NET SETLMT 4445063992291		\$2,787.82	\$29,017.73
07/01/2024	VOGEL DISPOSAL S AUTO PYMN 0100283381	\$196.76		\$28,820.97
07/02/2024	Citizens NET SETLMT 4445063992291		\$1,633.12	\$30,454.09
07/02/2024	UBER USA 6787 EDI PAYMNT KB1RPOEZ2SYBW1C		\$2,487.53	\$32,941.62
07/02/2024	CHECK # 1008	\$64.71		\$32,876.91
07/03/2024	Citizens NET SETLMT 4445063992291		\$1,463.53	\$34,340.44
07/03/2024	CHECK # 1017	\$1,050.00		\$33,290.44
07/03/2024	CHECK # 1016	\$750.00		\$32,540.44
07/03/2024	CHECK # 1007	\$160.00		\$32,380.44
07/05/2024	GRUBHUB INC Jul Actvty 24070503igb2XAg		\$295.55	\$32,675.99
07/05/2024	GRUBHUB INC Jun Actvty 24070501igb2XAg		\$929.47	\$33,605.46
07/05/2024	Citizens NET SETLMT 4445063992291		\$1,147.06	\$34,752.52
07/05/2024	DoorDash, Inc. DoorDash - ST-I1T5Z2B3I4F1		\$1,381.85	\$36,134.37
07/05/2024	Citizens NET SETLMT 4445063992291		\$1,494.83	\$37,629.20
07/05/2024	CHECK # 1018	\$800.00		\$36,829.20
07/05/2024	CHECK # 1009	\$392.00		\$36,437.20
07/08/2024	Citizens NET SETLMT 4445063992291		\$1,454.42	\$37,891.62

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4140 E. State Street
Hermitage, PA 16148

ADDRESS SERVICE REQUESTED

REVA HOSPITALITY MANAGEMENT INC
ANKITKUMAR P PATEL
PRITESH PATEL
104 WHITNEY DR
CRANBERRY TWP PA 16066-4370

Managing Your Accounts

	Online	www.fnb-online.com
	By Phone	1 800-555-5455
	By Mail	4140 E. State Street Hermitage, PA 16148

Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$82,038.28

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
08/01/2024	Balance Last Statement	\$40,406.91	Minimum Balance	\$37,085.27
	47 Credit(s) This Period	\$98,562.93	Average Ledger Balance	\$53,697.35
	38 Debit(s) This Period	\$56,931.56	Average Available Balance	\$53,647.35
08/30/2024	Balance This Statement	\$82,038.28		

Effective September 10, 2024, First National Bank (FNB) will begin offering the ability to place a stop payment on preauthorized recurring FNB Debit Card transactions.

A \$37.00 fee may apply for a Stop Payment placed on a preauthorized recurring Debit Card transaction.

If you have any questions about this enhanced service, please visit any FNB branch or call our Customer Contact Center at 1-800-555-5455, Monday through Friday from 8:00 AM to 9:00 PM; Saturday and Sunday from 8:00 AM to 5:00 PM.

Account Activity

Post Date	Description	Debits	Credits	Balance
08/01/2024	Balance Last Statement			\$40,406.91
08/01/2024	Citizens NET SETLMT 4445063992291		\$1,701.96	\$42,108.87
08/01/2024	CHECK # 1041	\$2,099.23		\$40,009.64
08/01/2024	CHECK # 1012	\$965.00		\$39,044.64
08/02/2024	GRUBHUB INC Jul Actvty 24080201igb2XAg		\$497.65	\$39,542.29
08/02/2024	GRUBHUB INC Jul Actvty 24080231igb2XAg		\$972.48	\$40,514.77
08/02/2024	DoorDash, Inc. DoorDash - ST-S2H0P6D0O5T1		\$1,089.67	\$41,604.44
08/02/2024	Citizens NET SETLMT 4445063992291		\$1,750.83	\$43,355.27
08/02/2024	Withdrawal	\$6,270.00		\$37,085.27
08/05/2024	Citizens NET SETLMT 4445063992291		\$1,666.73	\$38,752.00
08/05/2024	Citizens NET SETLMT 4445063992291		\$2,971.89	\$41,723.89
08/05/2024	Citizens NET SETLMT 4445063992291		\$3,207.38	\$44,931.27
08/06/2024	Citizens NET SETLMT 4445063992291		\$1,977.82	\$46,909.09

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-  Online www.fnb-online.com
-  By Phone 1 800-555-5455
-  By Mail 4140 E. State Street
Hermitage, PA 16148

Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$93,902.26

FREE SMALL BUSINESS CHECKING - ██████████ 6150

Account Summary

Date	Description	Amount		
08/31/2024	Balance Last Statement	\$82,038.28	Minimum Balance	\$68,820.17
	44 Credit(s) This Period	\$114,903.75	Average Ledger Balance	\$85,705.70
	57 Debit(s) This Period	\$103,039.77	Average Available Balance	\$85,705.70
09/30/2024	Balance This Statement	\$93,902.26		

Effective September 10, 2024, First National Bank (FNB) will begin offering the ability to place a stop payment on preauthorized recurring FNB Debit Card transactions.

A \$37.00 fee may apply for a Stop Payment placed on a preauthorized recurring Debit Card transaction.

If you have any questions about this enhanced service, please visit any FNB branch or call our Customer Contact Center at 1-800-555-5455, Monday through Friday from 8:00 AM to 9:00 PM; Saturday and Sunday from 8:00 AM to 5:00 PM.

Account Activity

Post Date	Description	Debits	Credits	Balance
08/31/2024	Balance Last Statement			\$82,038.28
09/03/2024	Citizens NET SETLMT 4445063992291		\$2,448.99	\$84,487.27
09/03/2024	Citizens NET SETLMT 4445063992291		\$3,478.13	\$87,965.40
09/03/2024	Citizens NET SETLMT 4445063992291		\$4,898.42	\$92,863.82
09/03/2024	Citizens NET SETLMT 4445063992291		\$5,386.24	\$98,250.06
09/03/2024	AMEX EPAYMENT ACH PMT M7450	\$9,641.60		\$88,608.46
09/03/2024	VOGEL DISPOSAL S AUTO PYMN 0100283381	\$170.56		\$88,437.90
09/04/2024	UBER USA 6787 EDI PAYMNT 5MDB0NTZDTH1T		\$2,397.93	\$90,835.83
09/04/2024	Citizens NET SETLMT 4445063992291		\$4,432.67	\$95,268.50
09/04/2024	CHECK # 1071	\$5,133.33		\$90,135.17
09/04/2024	CHECK # 1146	\$1,431.00		\$88,704.17
09/04/2024	CHECK # 1150	\$1,400.00		\$87,304.17
09/04/2024	CHECK # 1148	\$1,200.00		\$86,104.17

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4140 E. State Street
Hermitage, PA 16148

ADDRESS SERVICE REQUESTED

REVA HOSPITALITY MANAGEMENT INC
ANKITKUMAR P PATEL
PRITESH PATEL
104 WHITNEY DR
CRANBERRY TWP PA 16066-4370

Managing Your Accounts

	Online	www.fnb-online.com
	By Phone	1 800-555-5455
	By Mail	4140 E. State Street Hermitage, PA 16148

Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$115,359.14

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
10/01/2024	Balance Last Statement	\$93,902.26	Minimum Balance	\$80,478.32
	48 Credit(s) This Period	\$117,477.29	Average Ledger Balance	\$96,177.47
	69 Debit(s) This Period	\$96,020.41	Average Available Balance	\$96,177.47
10/31/2024	Balance This Statement	\$115,359.14		

Account Activity

Post Date	Description	Debits	Credits	Balance
10/01/2024	Balance Last Statement			\$93,902.26
10/01/2024	UBER USA 6787 EDI PAYMNT N6NW17Y8CID27EZ		\$2,220.53	\$96,122.79
10/01/2024	Citizens NET SETLMT 4445063992291		\$3,232.74	\$99,355.53
10/01/2024	CHECK # 379	\$3,104.00		\$96,251.53
10/01/2024	CHECK # 375	\$900.00		\$95,351.53
10/01/2024	CHECK # 376	\$750.00		\$94,601.53
10/01/2024	Duquesne Light PAYMENT XXXXXX3249	\$253.31		\$94,348.22
10/01/2024	VOGEL DISPOSAL S AUTO PYMN 0100283381	\$170.56		\$94,177.66
10/02/2024	Citizens NET SETLMT 4445063992291		\$1,393.32	\$95,570.98
10/02/2024	AMEX EPAYMENT ACH PMT M5234	\$15,063.82		\$80,507.16
10/03/2024	Citizens NET SETLMT 4445063992291		\$1,681.09	\$82,188.25
10/03/2024	CHECK # 383	\$1,368.00		\$80,820.25
10/03/2024	CINTASCORPORATIO 67EAA77A3D XXXXXX4213	\$97.62		\$80,722.63
10/04/2024	GRUBHUB INC Sep Actvty 24100401igb2XAg		\$1,061.78	\$81,784.41
10/04/2024	DoorDash, Inc. DoorDash - ST-L0W3K6I2Z5N3		\$1,084.35	\$82,868.76
10/04/2024	Citizens NET SETLMT 4445063992291		\$2,519.89	\$85,388.65
10/04/2024	CHECK # 395	\$840.50		\$84,548.15
10/04/2024	CHECK # 354	\$527.00		\$84,021.15
10/04/2024	CHECK # 386	\$432.94		\$83,588.21
10/07/2024	742889 INTERNET XFER FR FREESTYLE XXXXXX8680 ON 10/05/24 AT 16:02		\$175.00	\$83,763.21

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Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$143,978.93

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
11/01/2024	Balance Last Statement	\$115,359.14	Minimum Balance	\$106,896.07
	53 Credit(s) This Period	\$117,762.44	Average Ledger Balance	\$138,282.12
	62 Debit(s) This Period	\$89,142.65	Average Available Balance	\$138,057.70
11/29/2024	Balance This Statement	\$143,978.93		

Account Activity

Post Date	Description	Debits	Credits	Balance
11/01/2024	Balance Last Statement			\$115,359.14
11/01/2024	GRUBHUB INC Oct Actvty 24110130igb2XAg		\$1,141.54	\$116,500.68
11/01/2024	DoorDash, Inc. DoorDash - ST-A7V2J9B9N0G8		\$2,150.65	\$118,651.33
11/01/2024	Citizens NET SETLMT 4445063992291		\$2,559.54	\$121,210.87
11/01/2024	AMEX EPAYMENT ACH PMT M9346	\$13,341.16		\$107,869.71
11/01/2024	CHECK # 417	\$540.70		\$107,329.01
11/01/2024	CHECK # 429	\$432.94		\$106,896.07
11/04/2024	Citizens NET SETLMT 4445063992291		\$3,839.58	\$110,735.65
11/04/2024	Citizens NET SETLMT 4445063992291		\$4,367.58	\$115,103.23
11/04/2024	Citizens NET SETLMT 4445063992291		\$6,932.82	\$122,036.05
11/04/2024	CHECK # 106	\$1,000.00		\$121,036.05
11/04/2024	CHECK # 104	\$900.00		\$120,136.05
11/04/2024	CHECK # 102	\$850.00		\$119,286.05
11/04/2024	CHECK # 430	\$260.00		\$119,026.05
11/05/2024	UBER USA 6787 EDI PAYMNT 1GG1TS5Q10TKK79		\$2,795.78	\$121,821.83
11/05/2024	Citizens NET SETLMT 4445063992291		\$3,177.62	\$124,999.45
11/05/2024	CHECK # 105	\$1,550.00		\$123,449.45
11/05/2024	CHECK # 103	\$1,300.00		\$122,149.45
11/05/2024	CHECK # 101	\$640.00		\$121,509.45
11/05/2024	Toast, Inc Toast, Inc ST-U2B0W9L1D4F1	\$18.15		\$121,491.30

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Summary of Accounts

Account Type	Account Number	Balance This Statement
FREE SMALL BUSINESS CHECKING	██████████ 6150	\$144,109.92

FREE SMALL BUSINESS CHECKING - ██████████ 6150
Account Summary

Date	Description	Amount		
11/30/2024	Balance Last Statement	\$143,978.93	Minimum Balance	\$132,747.76
	70 Credit(s) This Period	\$116,280.01	Average Ledger Balance	\$146,072.92
	64 Debit(s) This Period	\$116,149.02	Average Available Balance	\$146,072.92
12/31/2024	Balance This Statement	\$144,109.92		

Account Activity

Post Date	Description	Debits	Credits	Balance
11/30/2024	Balance Last Statement			\$143,978.93
12/02/2024	INTUIT 60582113 DEPOSIT 524771165985798		\$256.02	\$144,234.95
12/02/2024	STRIPE TRANSFER ST-M7M7W5Y6E7F5		\$494.45	\$144,729.40
12/02/2024	Citizens NET SETLMT 4445063992291		\$2,868.01	\$147,597.41
12/02/2024	Citizens NET SETLMT 4445063992291		\$3,353.78	\$150,951.19
12/02/2024	Citizens NET SETLMT 4445063992291		\$3,387.22	\$154,338.41
12/02/2024	AMEX EPAYMENT ACH PMT M1948	\$13,525.43		\$140,812.98
12/02/2024	INTUIT 81231783 TRAN FEE 524771165985798	\$7.66		\$140,805.32
12/03/2024	STRIPE TRANSFER ST-J8F1Y6J1M7G9		\$1,142.63	\$141,947.95
12/03/2024	Citizens NET SETLMT 4445063992291		\$1,284.16	\$143,232.11
12/03/2024	UBER USA 6787 EDI PAYMNT X8YEK2LWZ75XNZ0		\$2,475.76	\$145,707.87
12/03/2024	CHECK # 138	\$1,650.00		\$144,057.87
12/03/2024	CHECK # 139	\$1,534.00		\$142,523.87
12/03/2024	CHECK # 136	\$1,225.00		\$141,298.87
12/03/2024	CHECK # 135	\$750.00		\$140,548.87
12/03/2024	CHECK # 140	\$700.00		\$139,848.87
12/03/2024	CHECK # 137	\$700.00		\$139,148.87
12/03/2024	VOGEL DISPOSAL S AUTO PYMN 0100283381	\$160.16		\$138,988.71
12/04/2024	Citizens NET SETLMT 4445063992291		\$1,296.62	\$140,285.33
12/04/2024	STRIPE TRANSFER ST-C1S9T6V0W5D6		\$1,820.96	\$142,106.29

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