

REC'D CLERKS OFFICE
2022 JUN 21 PM 1:14

APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER

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

1. License number: R-19416 LID Number: 20229

2. Name and address of the individual or entity to whom the license is being transferred ("applicant"):

Szechuan Spice Inc., 5700 Centre Avenue, Pittsburgh, PA 15206

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

Fan Yang, 100 Robinhood Drive, Cranberry Twp, PA 16066

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

China Palace Restaurant, Incorporated, 4059 William Penn Highway, Monroeville, PA 15146-2504

5. Reason (s) that the license is being acquired outside of the City of Pittsburgh rather than within the City of Pittsburgh boundaries:

The applicant could not find a license for sale within the City of Pittsburgh

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

Szechuan Spice Restuarant, 5700 Centre Avenue, Pittsburgh, PA 15206

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 primary purpose of the business is the sale of Asian food

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

The applicant is renting 8313 square feet at \$11.50 per sq. ft. for a monthly rent of \$7,966.63 per month, for a term of 10 years.

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 attached Certificate of Occupancy

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

See attached Plan, The applicant has successfully operated a restaurant for years, and is seeking a liquor license.

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

See attached Bank Statements

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

None

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

Yen's Gourmet 2001-2005 sold 6123 Penn Ave Pittsburgh PA 15206

Yen's Gourmet 2000-2010 sold 4219 Muccay Ave Pittsburgh PA 15217

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 individuals 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 Council's consideration of your request:

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

VERIFICATION

I, Fan Yang, 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. § 4904.

Date: 6/8/2022



Fan Yang

AGREEMENT OF SALE OF LIQUOR LICENSE

THIS AGREEMENT OF SALE made this 31st day of May, 2022, by and between China Palace Restaurant, Incorporated, whose mailing address is 4059 William Penn Highway, Monroeville, PA 15146-2504, hereinafter referred to as "Seller" and, Szechuan Spice Inc., whose mailing address is 5700 Centre Avenue, Pittsburgh, PA 15206 hereinafter referred to as "Buyer."

WITNESSETH:

WHEREAS, China Palace Restaurant, Incorporated, the Seller owned and operated the China Palace located at 4059 William Penn Highway, Monroeville, PA 15146 and is the owner of a Master liquor license in Municipality of Monroeville, PA, liquor license number R-19416 LID Number:20229 (hereinafter "Liquor License"); and

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements with respect to the sale of and purchase of said Liquor License pursuant to the sale; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the parties hereto agree that the recitals set forth above shall be deemed part of the Agreement and further agree as follows:

1. AGREEMENT TO SELL AND PURCHASE LIQUOR LICENSE: Seller, for and in consideration of sum hereinafter specified, to be paid and satisfied as stipulated herein pursuant to the Auction Sale Seller shall agree to sell and transfer and sell said Liquor License pursuant to the terms and conditions as contained herein.

2. LIQUOR LICENSE: of a Master liquor license in Municipality of Monroeville, PA, liquor license number R-19416 LID Number:20229

3. PURCHASE PRICE: The Buyer shall pay the total price of \$ 85,000 which shall also include the Buyers Premium, (the "Purchase Price") which Purchase Price shall be payable in the following manner:

Cash deposit paid \$85,000.00
(be held in escrow by the Buyer's attorney)

a. The deposits and Total Purchase price are to be held in escrow by the Buyer's attorney pending Closing (as hereinafter defined) and no interest shall be earned on said deposit monies.

b. The Deposit and Purchase Price shall be totally-refundable except as may be provided for otherwise in this Agreement.

4. LIQUIDATED DAMAGES: The parties acknowledge that the measure of damages for breach of this Agreement may be difficult to determine. In the event the Buyers without reason, fails and refuses to have the license Transferred, after the Seller fully complies with all requirements of this Agreement, then the Seller may retain the Total Purchase Price of \$ as Liquidated Damages.

5. BILL OF SALE AND TITLE:

(a) The License is being sold After all the monies are paid by the Buyers and Within 24 hours of the Sale the Seller shall provide to the Buyer a Bill of Sale and a consent to Transfer the Liquor License. The Buyer shall file a corporation to corporation Transfer application of the Liquor License and all other necessary paperwork

and fees and costs within 30 days from the Sale. The Buyer shall be responsible for all costs and fees associated with the corporation to corporation of the Liquor License and must comply with all state, county, municipal and Alcoholic Beverage rules, statutes and regulations concerning the person to person Transfer. The Sale Proceeds shall be held in escrow by Counsel for the Buyer until the license is transferred

6. CONTINGENCIES:

Consent to Transfer

(i) This Agreement is contingent upon Buyer obtaining, at its/their sole cost and expense, corporation to corporation Transfer of the Liquor License in the name of the Buyer. The sale is expressly not contingent upon a place to place transfer of the Liquor License.

(ii) The Buyer shall make immediate application for a corporation to corporation transfer of the Liquor License into the name of the Buyer with the Township in accordance with all Local, State, County and Alcoholic Beverage rules, statutes and regulations.

7. **CLOSING:** Closing shall take place within 24 Hours of the Sale. The closing will take place at counsel for the buyer' office located at 445 Fort Pitt Blvd. Suite LL500 Pittsburgh PA 15219

8. TERMS AND CONDITIONS

a) In entering into this Contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller which are not expressly set forth in this Contract, whether or not any such representations, warranties or statements were made in writing or verbally.

c) Except as specifically set forth in this Contract, including, without limitation, in any representation, warranty or covenant made by Buyer, **the Liquor License shall be sold** and including but not limited to, any representation, warranty or covenant, as to the condition of the Liquor License, as to the value, compliance with specifications, use, condition, ability to hold a Liquor License, merchantability, design, quality, description, durability, operation or fitness for use or purpose of the Liquor License, use or occupancy, construction, development, or performance, investment or income potential, tax ramifications or consequences, income, compliance with law (including but not limited to any and all legal requirements, merchantability or fitness or suitability for any purpose (all of which are hereby disclaimed), or any other matter or thing affecting or related to the Liquor License.

d) Purchaser hereby expressly acknowledges that no representations, warranties or covenants regarding the Liquor License have been made to it by Seller or anyone else unless the same appear in this Contract and, in any event, Purchaser shall not claim it relied upon any such representation.

e) Purchaser further acknowledges that it is a knowledgeable Purchaser as it relates to Liquor Licenses and Purchaser is relying solely on its own expertise and that of its consultants, legal counsel and experts. Purchaser has, or, will have conducted, to the extent same is permitted under this Contract, such investigations, due diligence and inspections of the Liquor License prior to the auction sale and execution of the Agreement, and shall rely on same and upon Closing, shall assume all the risk concerning the purchase of the Liquor License, including, but not limited to any adverse legal conditions and matters, that may have not been revealed by Purchaser's investigations and due diligence prior to the Auction. Purchaser agrees to accept and take the Liquor License on an "as is", "where is" basis, whether known or unknown, manifest or latent. It is understood and agreed that all oral or written statements, representations, or promises, if any, and all prior negotiations and agreements between Seller and Purchaser are superseded hereby and merged in this Contract, which alone fully and completely expresses the understanding between them, and that this Contract is entered into after full investigation, neither party relying upon any statement, representation,

warranty or covenant not set forth herein.

f) Purchaser, for itself, and any person or entity claiming by or through either, as a material part of the consideration to Seller for the sale of the Liquor License, does hereby knowingly and voluntarily waive and release Seller, its agents, employees, representatives, counsel and the auctioneer from any and all existing or future claims, demands or liabilities, whether known or unknown, arising from or in connection with, or in any way relating to sale and purchase of the Liquor License. Purchaser, for itself, any Permitted Assignee, and any person or entity claiming by or through either, does hereby knowingly and voluntarily covenant not to sue Seller on account of any Released Claim.

g) Except as may be otherwise expressly stated in this Contract, Seller shall have no obligation under this Contract as a condition precedent to Closing to effectuate any cure, remedy, or as to any condition of the Liquor License or to comply or satisfy any legal requirement with respect to the Liquor License.

h) The provisions of this Article shall survive the Closing or the termination of this Contract.

9. REPRESENTATIONS AND WARRANTIES OF THE SELLER:

(a) The Seller represents and warrants to the Buyer that they are the owner of the Liquor License. The Liquor License shall be sold free and clear of any and all liens, claims and or encumbrances and there are no unpaid liquor suppliers as to the liquor license.

(b) The Seller has the full right, power, and authority to consummate this transaction and convey the Liquor License to the Buyer on the date of closing.

10. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

(a) The Purchaser has the necessary funds on hand in cash in the bank account to consummate this Agreement.

(b) The Purchaser has not been convicted of any crime and or knows that he or she has the ability to own a liquor license in accordance with all local, county, state, statutes, rules and regulations.

11. NOTICES: Any notices hereunder shall be deemed given when mailed by Overnight Delivery, Registered, Certified Mail, and Return Receipt Requested and/or by Regular Mail, addressed to Seller or Buyer, along with facsimile transmissions, and/or delivered personally to Seller or Buyer at the following addresses:

As to Seller:

China Palace Restaurant, Incorporated, 4059 William Penn Highway, Monroeville, PA 15146

As to Buyer:

Szechuan Spice Inc, whose mailing address is 5700 Centre Avenue, Pittsburgh, PA 15206

Copy to:

Frederick A. Sproull
Attorney
445 Fort Pitt Blvd. Suite LL500 Pittsburgh PA 15219

12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.

13. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns.

14. GOVERNING LAW: It is agreed by and between the parties that this Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the United States of America and if litigation shall be necessary in order to resolve any dispute arising under this Agreement, such litigation shall be venued in Pennsylvania and in the County of Allegheny.

15. MODIFICATION: No change, alteration, amendment, modification or waiver of any of the terms or provisions of this Agreement shall be valid and binding upon the parties unless the same shall be in writing and signed by each of the parties hereto.

16. SURVIVAL: Whenever the context of this Agreement allows, expressly provides, or reasonably implies a continuing obligation, such continuing obligation shall survive the closing and shall not merge therein.

17. GENDER: For the purposes of this Agreement, the neuter shall be deemed to include the masculine and the feminine and the singular shall be deemed to include the plural and the plural the singular as the context may require.

18. MISCELLANEOUS:

a) All rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

b) No failure of any party to exercise any power given any party hereunder or to insist upon strict compliance by any party with its obligations hereunder and not custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

c) If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on a Saturday, Sunday or Legal Holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

d) If any provision hereof shall be illegal or unenforceable, such provision shall be deemed severable and shall not affect the continued validity of the remainder of this Agreement.

e) The captions used herein are for reference purposes only and shall not be deemed to define, limit, explain or modify any provision hereof.

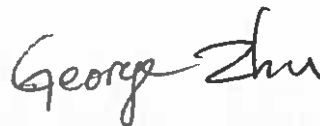
f) This Agreement shall not be construed in favor of or against any party by virtue of having been drafted by the attorneys for a party hereto.

19. COUNTERPARTS: This Agreement will be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

WITNESS:

SELLER:



China Palace Restaurant, Incorporated

WITNESS:

BUYER:

Fan Yang

Szechuan Spice Inc.



CERTIFICATE OF OCCUPANCY CITY OF PITTSBURGH

Location: 5700 CENTRE AVE
Parcel ID: 0051M00108000000 Ward: 7

Certificate Number: 15-OCC-00021
Date Issued: 08/18/2017

Permitted Occupancy:
CONTINUED USE OF 7,450 SQ FT OF 1ST FLOOR AS RESTAURANT

Construction Code Edition: IEBC 2009 Permit Number: 15-OCC-00021 Final Inspection Date: 08/14/2017
Construction Type: IB Use Group(s): A2

Conditions: ZBA #: N/A BOA #: NA L&I AB#: NA
Sprinkler System Provided: NONE HRC#: NA

Owner: N & G PARTNERSHIP Lessee: 5700 CENTRE AVE
934 ROUTE 910 SPICY & TASTY ASIAN GRILL
CHESWICK, PA 15024-4014 PITTSBURGH
PITTSBURGH, PA 15206



Permission is hereby granted for the occupancy described above.

[Signature]

BCO, Department of Permits, Licenses, and Inspections



Delta Property Management, Inc.
KENNIL WORTH APARTMENTS
5700 Centre Avenue
Pittsburgh, PA 15206
412-363-2800

June 20, 2022

RE: Szechuan Spice Restaurant
5700 Centre Ave
Pittsburgh, PA 15206


To Whom It May Concern:

Please be advised the former commercial tenant at 5700 Centre Ave, Pittsburgh PA 15206 – Jimmy Tsang Chinese Restaurant did have a liquor license at the location.

If any additional information is needed, please feel free to contact me.

Sincerely,

Carol Lavrine - Agent for Owner
Delta Property Management, Inc.
412-363-2800
Carol.Lavrine@RentiDelta.com

<input type="checkbox"/> Return document by mail to: Raymond Zhang Name 1613 Penn Ave, Address Pittsburgh PA 15222 City State Zip Code <input type="checkbox"/> Return document by email to: _____	Articles of Incorporation-For Profit DSCB: 15-1306/2102/2303/2702/2903/3101/3303/7102 (rev.2/2017)  01236
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Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125.00 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

- Check only one:
- | | |
|--|--|
| <input type="checkbox"/> Business-stock (§ 1306) | <input type="checkbox"/> Management (§ 2703) |
| <input checked="" type="checkbox"/> Business-nonstock (§ 2102) | <input type="checkbox"/> Professional (§ 2903) |
| <input type="checkbox"/> Business-statutory close (§ 2303) | <input type="checkbox"/> Insurance (§ 3101) |
| <input type="checkbox"/> Cooperative (§ 7102) | <input type="checkbox"/> Benefit (§ 3303) |

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

1. The name of the corporation (corporate designator required, i.e., "corporation," "incorporated," "limited," "company," or any abbreviation thereof. "Professional corporation" or "P.C." permitted for professional corporations): Szechuan Spice Inc												
2. Complete part (a) or (b) – not both: (a) The address of this corporation's proposed registered office in this Commonwealth is: (post office box alone is not acceptable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">5700 Centre Ave,</td> <td style="border-bottom: 1px solid black;">Pittsburgh</td> <td style="border-bottom: 1px solid black;">PA</td> <td style="border-bottom: 1px solid black;">15206</td> <td style="border-bottom: 1px solid black;">Allegheny</td> </tr> <tr> <td style="font-size: small;">Number and Street</td> <td style="font-size: small;">City</td> <td style="font-size: small;">State</td> <td style="font-size: small;">Zip</td> <td style="font-size: small;">County</td> </tr> </table> (b) The name of this corporation's commercial registered office provider and the county of venue is: c/o: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Name of Commercial Registered Office Provider</td> <td style="border-bottom: 1px solid black;">County</td> </tr> </table>	5700 Centre Ave,	Pittsburgh	PA	15206	Allegheny	Number and Street	City	State	Zip	County	Name of Commercial Registered Office Provider	County
5700 Centre Ave,	Pittsburgh	PA	15206	Allegheny								
Number and Street	City	State	Zip	County								
Name of Commercial Registered Office Provider	County											
3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.												
4. Check and complete one: <input checked="" type="checkbox"/> The corporation is organized on a nonstock basis. <input type="checkbox"/> The corporation is organized on a stock share basis and the aggregate number of shares authorized is: ____												

5. The name and address, including number and street, if any, of each incorporator (all incorporators must sign below):

Name

Address

Fan Yang

5700 Centre Ave , Pittsburgh , Allegheny , PA , United States , 15206

6. The specified effective date, if any is:

month/day/year hour, if any

7. Additional provisions of the articles, if any, attach an 8½ by 11 sheet.

8. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.)

9. For Cooperative Corporation Only. Check and complete one:

The corporation is a cooperative corporation and the common bond of membership among its members is:

The corporation is a cooperative corporation and the common bond of membership among its shareholders is:

10. Benefit corporations only: This corporation shall have the purpose of creating general public benefit.

Strike out if inapplicable: ~~This corporation shall have the purpose of creating the enumerated specific public benefit(s):~~

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this 29 day of December , 2017 .

Fan Yang

Signature

MINUTES OF SPECIAL MEETING
Of The Shareholders Of
Szechuan Spice Inc

The special meeting of shareholders was hold at 5700 Centre Ave, Pittsburgh, PA 15206 on Jan 1, 2018.

The following individuals were present:

Fan Yang

being a quorum and shareholders holding 100% shares of the corporation.

The following people are selected as the officers of the Corporation.

President: Fan Yang

Secretary: Fan Yang

Treasurer: Fan Yang



Fan Yang (Secretary)

Date: Jan 1, 2018

LEASE

D
January 5 2011 *[Signature]*

THIS LEASE AGREEMENT ("Lease"), made this day of August, 2014 between N& G Partnership having its principal offices at 5700 Centre Avenue, Pittsburgh PA 15232 ("Landlord"), and FAN YANG SSN#158-92-1304 having an address at 100 Robinhood Dr Cranberry TWP PA 16066 ("Tenant").

WITNESSETH:

In consideration of the mutual promises, undertakings and covenants hereinafter set forth and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. PREMISES.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that certain storeroom as Number 1, at approximately 8313 square feet shown on Exhibit "A" to be attached hereto and made a part hereof, and located at 5700 Centre Avenue, Pittsburgh PA 15232 (the "Premises"). The Premises are part of a building owned by Landlord and hereinafter known as "Landlord's Building". Landlord recognizes that does not intend to use the Premises as a "storeroom" but will use them as an Asian restaurant, specializing in the sale of quality Asian food, in a full service environment and with a full-service bar. Tenant may place a walk-in cooler on the exterior of the Premises providing City of Pittsburgh code permits. Tenant shall personally guarantee the lease agreement for the first five (5) lease years.

2. TERM.

The Premises are leased to Tenant subject to all of the terms, covenants and conditions contained herein for a term of Ten (10) years and three months unless the term be sooner terminated or canceled as provided herein. Tenant's free rent and lease term shall begin One Hundred Eighty days following issuance of a building permit and completion of Landlord work. Tenant must apply for building permit within Forty-five (45) days after lease execution. Landlord will perform their work once Tenant receives approval from the City of Pittsburgh on their plans and receives building permits.

3. USE.

- A. The Premises shall be occupied and used solely as provided above and for no other use.
- B. Tenant covenants and agrees that the Premises shall be occupied in accordance with the following:

- (1) To keep the Premises in a clean, careful, safe and proper manner.

(2) To prevent the Premises from being used in any way which will injure the reputation of the same or which may be a nuisance, annoyance, inconvenience or damage to the other tenants of Landlord's Building, the Premises, or to Landlord's Building.

(3) To abide by all reasonable rules and regulations established by Landlord, from time to time, with notice of any changes provided to Tenant, with respect to the Premises and Landlord's Building, so long as they do not materially alter the Terms and Conditions of the Leasing Agreement.

(4) Not to use or occupy or suffer or permit said Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Landlord.

4. **RENT.**

A. Tenant shall pay as the rent for each month of the term of this Lease the amounts listed below, without any deductions or set-offs, payable without demand, in advance on or before the first day of each month.

B. The per square foot rent shall be as follows:

Months 1-63	\$10.50 psf	\$7273.88 per month
Months 64-123	\$11.50 psf	\$7966.63 per month

Tenant's free rent and lease term shall begin One Hundred Eighty days following completion of Landlord's work and issuance of a building permit. Tenant must apply for building permit within Forty-five (45) days after lease execution. Tenant may have 14 days free rent after opening for business.

C. All rent and additional rent shall be payable without notice, demand or set-off, on the first day of each calendar month during the term of this Lease. In the event that this Lease commences on a day other than the first day of the month, the rent for such partial month shall be prorated accordingly. Should a check from Tenant be dishonored or returned by the bank for any reason, Landlord shall be entitled to apply, in addition to the above assessments, a service charge of fifty dollars (\$50) for each such occurrence.

5. **LIABILITY INSURANCE**

Tenant must maintain in full force and effect at all times during the Term, a policy or policies of Commercial General Liability insurance, or an endorsement on a blanket liability insurance policy or policies, in the minimum amount of \$1,000,000.00 combined single limit for the Premises. The policy or policies must be on an occurrence coverage basis, name Landlord and Landlord's partners, lenders and lessors, if requested by Landlord, as additional insureds and include Fire Legal Liability and Contractual Liability Insurance coverage. In addition, Tenant shall carry Worker's Compensation Insurance for all Tenant's employees working in the Premises in an amount sufficient to comply with applicable Legal Requirements. Tenant agrees that the amount(s) of insurance to be maintained by Tenant under this Section 12.1 shall be increased if Tenant determines that such amounts are not sufficient or if Tenant increases the amount(s) of insurance maintained by Tenant for other stores of Tenant operated by Tenant in first-class mixed use Buildings of comparable quality to the Building. Notwithstanding anything to the contrary in this Lease, in no event will Tenant ever be required to carry terrorism insurance or insurance against terrorist acts. If Tenant sells alcohol from the Premises, then Tenant must also maintain One Million Dollars (\$1,000,000) of Liquor Liability Coverage and excess or umbrella liability coverage with a minimum limit of Two Million Dollars (\$2,000,000).

Landlord must maintain in full force and effect at all times during the Term, a policy or policies of Commercial General Liability insurance or an endorsement on a blanket liability insurance policy or policies, in the minimum amount of \$1,000,000.00 combined single limit for the Premises. The policy or policies must be on an occurrence coverage basis, name Tenant as an additional insured and include Contractual Liability Insurance coverage.

Landlord and Tenant each agrees to deliver to the other certificates of insurance evidencing the existence in force of the policies of insurance described in this Article prior to the date Tenant takes actual physical possession of the Premises and thereafter upon request. Each of the certificates must provide that the insurance may not be canceled unless ten days' prior notice of cancellation is given to the party designated on such certificate. Landlord and Tenant must obtain the insurance required under this Article from insurers that are qualified to do business within the state in which the Building is located.

6. **FINANCIAL STATEMENTS.** From Time to time during the term of this Lease (but not more frequently than once every year), Landlord may request that Tenant deliver to Landlord (i) Tenant's most recent financial statement, and (ii) a balance sheet of Tenant as of a date not more than sixty (60) days prior to the date of such request, certified by the Tenant's president or chief financial officer to be a fair and accurate representation of the financial position of the Tenant as of the date of such financial statement and balance sheet. Tenant shall deliver the foregoing information within (thirty (30)) days after any such request.

7. **DELINQUENCY CHARGE.** In the event that any payment to be made by Tenant, whether rent, additional rent, percentage rent or any other sum, charge or amount, shall not be paid when within ten (10) days after it shall be due, Tenant shall, upon demand, pay a five percent (5%) delinquency charge to Landlord for all payments so over due and such delinquency charge shall be deemed "additional rent" for all purposes under this Lease.
8. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall pay to Landlord, the sum of \$7273.88. This amount shall be held by landlord as security for the full and faithful performance by Tenant of all of the terms and conditions of this Lease. At the expiration of the term provided for herein, said remaining amount shall be returned to Tenant, without interest, provided, however, Landlord may, but shall not be obligated to, apply any or all such security deposit toward the payment of any obligations of Tenant hereunder, and shall specifically account to Tenant in writing, within 30 days of the expiration of Tenant's lease, a cost estimating sheet and/or receipt on the costs associated with the Tenants outstanding obligations, e.g. fixes, repairs, etc. for all such applications of the security deposit.
9. **TENANT'S REPAIRS.** Tenant shall keep the Premises and equipment therein in good order and condition, and will, at the expiration or other termination of term hereof surrender and deliver up the same in the condition as the same now is or shall be at the commencement hereof, ordinary wear and tear, and damage by the elements, fire, and other unavoidable casualty excepted. Tenant will keep the Premises free of trash and debris and shall remove trash from the sidewalks immediately adjacent to the Premises.
10. **LANDLORD'S REPAIRS.** Landlord agrees that it will keep and maintain the roof and the structural portions of the Premises. Tenant must maintain a service contract on the HVAC system.
11. **CONDITION OF PREMISES, CONSTRUCTION AND ALTERATIONS.** Landlord shall deliver the Premises to Tenant pursuant to the Landlord's work, attached as Exhibit "B" and Tenant accepts the Premises in such condition excluding latent defects or pre-existing conditions. Tenant agrees not to permit any alterations of or upon any part of the Premises except by and with the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such alterations and additions, if so consented to, shall be made in accordance with all applicable laws and shall remain for the benefit of Landlord unless otherwise provided in the said written consent above mentioned and Tenant further agrees, in the event of making such alterations as herein provided, to fully pay for same and to indemnify and save Landlord harmless from all expenses, liens, claims or damages to either persons or property or the Premises, arising out of or resulting from the undertaking or making of said alterations or additions. All liens shall be discharged or bonded within sixty (60) days after filing.

12. **COMPLIANCE WITH STATUTES.** Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Government and of any and all their Departments and Bureaus applicable to the Premises, for the correction, prevention and abatement of nuisances or other complaints, in, upon, or connected with the Premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters.

13. **SIGNS.** Tenant shall have the right to install and maintain signs advertising Tenant's business on the front and side (if City of Pittsburgh code permits) of the Premises, provided, however, that the form and size of such signs shall be approved by the Landlord, which approval shall not be unreasonably withheld, delayed, or conditioned.

14. **ACCESS TO PREMISES.** Landlord or Landlord's agents shall have the right at all reasonable times during business hours to enter the Premises, to examine the same and to show it to prospective purchasers. Whenever possible, Landlord shall give reasonable notice to Tenant. During the six (6) months prior to the expiration of this Lease or any renewal thereof, Landlord may exhibit the Premises to prospective Tenants at reasonable times during business hours provided that such does not interfere with tenant's business operations."

15. **SUBORDINATION.** This Lease is subject and subordinate to any and all mortgages or deeds of trust, protective land covenants, or leasehold estates pursuant to a ground lease (herein collectively referred to as "Title Interests"), now existing, or which may hereafter be executed, covering the Premises or the real property of which the same are a part, and to all advances made or hereafter to be made upon the security thereof. This provision shall be self-operative and no further instrument of subordination need be required by any mortgagee or ground Landlord. Furthermore, Tenant agrees to execute, acknowledge and deliver upon request, any and all documents or instruments requested by Landlord to evidence the subordination of this Lease to any Title Interests, provided, however, the rights of Tenant shall continue in full force and effect for so long as Tenant is not in Default hereunder and further provided, the holder of any Title Interests shall not be liable for any accrued obligation of Landlord, nor for any act or omission of Landlord, nor subject to any offsets or counterclaims which may have accrued to Tenant against Landlord prior to the date upon which such holder becomes the owner of the Premises. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises at any sale or other proceeding, as if such person, entity, firm or corporation had been named as Landlord herein. Tenant agrees to execute, acknowledge and deliver in recordable form to any existing or proposed holder of Title Interests, or to Landlord, within twenty (20) days after a request therefor, a certificate certifying the following, if such be the case: (a) this Lease is in full force and effect and there are no defenses or offsets thereto, or if Tenant claims any defenses or offsets, stating those claimed by Tenant; (b) Tenant has accepted possession of the Premises as of the date of such certificate; and (c) Tenant agrees to notify all Title Interests of any Default by Landlord hereunder. Tenant's failure to deliver such statement within twenty (20) days after Landlord's written request therefor shall be conclusive that this Lease is in full force and effect without modification except as may be represented by Landlord. Landlord hereby expressly waives all rights to any so-called "landlord's lien" or any similar statutory lien, granting Landlord

a lien for the performance of any obligations of Tenant hereunder, on any movable trade fixtures, goods, wares, merchandise or other personal property of Tenant, and, at the request of Tenant, Landlord shall promptly confirm such waiver by a writing in form and substance reasonably satisfactory to Tenant.

16. **DAMAGE OR DESTRUCTION.** If the Premises are damaged by an insured casualty and insurance proceeds have been made available to Landlord, said damage shall be repaired by Landlord to the extent of such available insurance proceeds, provided such repairs can be made or commence within forty five) days after the occurrence of the casualty, and without the payment of overtime or other premiums. Until such repairs are completed, rent and additional rent shall be abated from the date of damage or destruction in proportion to that part of the Premises unusable by Tenant. Landlord shall have no obligation to restore, rebuild, or replace Tenant's personal property and trade fixtures and Landlord shall not be liable for any damage to or any inconvenience or interruption of business of Tenant or Tenant's agents occasioned by any casualty to the Premises unless caused by the fault or negligence of Landlord or its agents. If the damage is due to the fault or neglect of Tenant, or its employees, contractors, or agents, there shall be no abatement of rent or additional rent. Should the Premises be damaged as a result of any cause not covered by insurance, or if the insurance proceeds have not been made available to Landlord, or if repairs cannot be completed within ninety (90) days following the casualty date, or if the unexpired Lease term is less than two (2) years, excluding any existing but unexercised Lease renewal option(s) either Landlord or Tenant shall have the option to: (1) repair the damage, this Lease continuing in effect, but minimum rent and additional rent to be abated as provided above until such repairs are completed; or, (2) terminate this Lease effective as of the casualty date, such notice of election to be made by within sixty (60) days of the casualty date. Tenant may terminate their lease if Premises cannot be delivered with forty 45 days of damage or destruction.

17. **EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day the possession of that part shall be required for any public purposes, and the rent shall be paid up to that day, and from that day Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. All damages awarded for such taking shall belong to and be property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for the loss of business, the value of store fixtures and improvements and shall not be entitled to any moving expenses awarded to Tenant by the public authority exercising its power of eminent domain. Tenant may terminate their lease if Premises cannot be delivered with forty 45 days of taking.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall not make any assignment of this Lease nor sublet the same or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises. In the event Landlord agrees to Assignment, Tenant shall personally guarantee the lease only until the end of the Fifth (5) lease year. After the Fifth lease year, Tenant shall be released from all liability.

19. **SURRENDER.** Tenant agrees to deliver up and surrender to Landlord the physical possession of the Premises at the expiration of this Lease or its termination as herein provided, broom clean, free of debris, in as good condition and repair as the same shall be at the commencement of said term, loss by fire, the elements and other unavoidable casualties and/or ordinary wear and tear and the effects of time excepted, and to deliver all of the keys to the Landlord or Landlord's agent. All leasehold improvements shall become and remain the property of Landlord, excepting only trade fixtures and store fixtures.

20. **DAMAGES.** Landlord and Tenant, each agrees to at all times save the other harmless from, and shall indemnify each other for all loss, cost, injury, damage or death that may occur to be claimed by or with respect to any person or persons, corporation, property or chattels on or about the Premises, or to the property itself, resulting from any act done or omission by or through either the Landlord or Tenant, as the case may be, or caused by or resulting from either the Landlord's or Tenant's, as the case may be, use, non-use, or possession of, condition, or conduct of its business in the Premises. Landlord or Tenant hereby agrees to pay, discharge or successfully defend against any and all such claims, liens, as the case may be and to the extent liable and demands. Landlord, his agents and his employees are responsible to pay for any damages they may cause by negligence to the Tenant's property.

21. **UTILITIES.** Tenant shall pay the cost of gas, electricity, fuel, light, heat, power, telephone, cable, trash, water (which will be separately metered or submetered) and all other utilities furnished to the Premises, or Landlord's Building, and used by Tenant, which such utility costs are determined by separate metering. Tenant shall not install any equipment nor use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, and such cost shall be at Tenant's expense and in accordance with plans and specifications approved in writing by Landlord which approval shall not be unreasonably withheld, delayed or conditioned. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises except to the extent caused by the Landlord's gross negligence or willful misconduct.

Tenant shall also be responsible for the cost of rubbish removal

22. **DEFAULT AND ACCELERATION.** In the event of any failure to pay any rents, additional rents, or other charges or sums within ten (10) days after written notice of such default; or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such other default shall have been given to Tenant unless such failure is not capable of cure within such thirty (30) days, in such case, Tenant shall not be deemed in default, provided that Tenant commences cure within such thirty (30) days and is diligently pursuing a cure; or if Tenant or an agent of Tenant shall falsify in any material respect or fail to timely submit any report required to be furnished to Landlord pursuant to the terms of this Lease and such failure shall continue beyond fifteen (15) days after written notice thereof; then Landlord, notwithstanding all other rights or remedies it may have by law and in equity, shall have the right: (a) intentionally deleted or (b) to terminate this Lease and resort to legal process for collection of damages and/or eviction; or (c) to re-enter and attempt to relet without terminating this Lease and remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without Landlord's being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby, except as caused by the gross negligence or willful misconduct of Landlord, its agents, employees, contractors, invitees or licensees. Landlord shall also be entitled to recover from Tenant all costs, expenses and reasonable attorneys incurred in connection with Tenant's default hereunder. Landlord shall credit Tenant for any rents received from reletting the Premises in excess of Tenant's obligations hereunder.

23. **CONFESSION AND SECURITY.** UPON THE OCCURRENCE OF AN EVENT OF DEFAULT AS SET FORTH IN PARAGRAPH 23 HEREIN, AND UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE FROM LANDLORD TO TENANT, TENANT DOES HEREBY EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR TENANT AND WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST TENANT AND IN FAVOR OF LANDLORD OR ITS ASSIGNS, AS OF ANY TERM FOR THE SUM DUE BY REASON OF SAID DEFAULT IN PAYMENT OF RENT, INCLUDING UNPAID RENT FOR THE BALANCE OF THE TERM AND/OR FOR THE SUM DUE BY REASON OF ANY BREACH OF COVENANT OR AGREEMENT BY TENANT HEREIN, WITH COSTS OF SUIT AND ATTORNEYS' COMMISSION OF TEN (10%) PERCENT FOR COLLECTION AND FORTHWITH ISSUE WRIT OR WRITS OF EXECUTION THEREON WITH RELEASE OF ALL ERRORS; AND IN CASE OF VIOLATION OF ANY OF THE COVENANTS OR AGREEMENTS IN THIS LEASE BY TENANT, AND UPON TEN (10) DAYS PRIOR WRITTEN NOTICE FROM LANDLORD TO TENANT, THE SAID TENANT FURTHER AUTHORIZES AND EMPOWERS ANY SUCH ATTORNEY, EITHER IN ADDITION TO OR WITHOUT SUCH JUDGMENT FOR THE AMOUNT DUE ACCORDING TO THE TERMS OF THIS LEASE, TO APPEAR FOR SAID TENANT AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND IN FAVOR OF LANDLORD, IN AN AMICABLE

ACTION OF EJECTMENT FOR THE PREMISES WITH ALL THE CONDITIONS, FEES, RELEASES, WAIVERS OF STAY OF EXECUTION AND WAIVER OF EXEMPTION TO ACCOMPANY SAID CONFESSION OF JUDGMENT IN EJECTMENT AS ARE SET FORTH HEREIN FOR CONFESSION OF JUDGMENT FOR SAID SUM OR SUMS DUE AND AUTHORIZES THE ENTRY OF SUCH ACTION, CONFESSION OR JUDGMENT THEREIN, AND THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION FOR THE AMOUNT OF SUCH JUDGMENT AND COSTS. WITHOUT LEAVE OF COURT, LANDLORD MAY, WITHOUT NOTICE, RE ENTER AND EXPEL TENANT FROM THE PREMISES AND ALSO ANY PERSON HOLDING UNDER TENANT, AND IN EACH CASE, THIS LEASE OR A TRUE COPY THEREOF, SHALL BE A SUFFICIENT WARRANT OF ANY PERSON. THE RIGHT TO CONFESS JUDGMENTS FOR RENT HEREINBEFORE GIVEN AND THE RIGHT TO CONFESS JUDGMENT IN EJECTMENT AND FOR RENT MAY BE EXERCISED CONCURRENTLY AND THE POWER OF ATTORNEY TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY SINGLE CONFESSION IN EACH CASE, BUT SHALL BE EXERCISED SINGLY OR TOGETHER FROM TIME TO TIME AND AS OFTEN AS MAY BE NECESSARY TO PROTECT THE RIGHTS OF THE LANDLORD.

24. **BANKRUPTCY.** The leasehold interest created by this Lease shall not be treated as an asset of Tenant's, or any guarantor's, estate. In the event Tenant, or any guarantor of the Lease, files for protection under the Bankruptcy Laws, Landlord may terminate this Lease upon thirty (30) days notice, provided however, the obligations of Tenant, and any guarantor of the Lease, under the Lease shall be fully forgiven, and further provided, Landlord shall have obtained possession of the Premises within sixty (60) days following the Bankruptcy filing date. Should Landlord elect not to terminate the Lease in accordance herein, Landlord shall be entitled to recover the maximum award permitted for any damages or losses which are suffered from this event.

25. **REMOVAL.** If after default in the payment of rent or failure of any of the other covenants or provisions of this Lease, or upon the expiration of this Lease, Tenant moves out or is dispossessed and fails to remove any trade or store fixtures or other property, then the said fixtures and property shall be deemed abandoned by Tenant and shall become the property of Landlord.

26. **WAIVER.** The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver for the future of any such covenants or conditions but the same shall be and remain in full force and effect.

27. **WAIVER OF LANDLORD AND TENANT ACT.** Intentionally deleted

28. **WAIVER OF JURY.** Landlord and Tenant hereby mutually, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any and all civil action commenced by either party in connection with this Lease. If there are any facts or allegations

that need to be tried in a court of law, every position of said trial will be before a court without a jury.

29. **HOLDING OVER.** If Tenant shall remain in possession of all or any part of the Premises after the expiration of the term of this Lease or any renewal thereof, then Tenant shall be deemed a Tenant of the Premises from month-to-month subject to all the terms and provisions hereof, except as to the term of this Lease and except that the monthly rent payable during such period as Tenant shall continue to hold the Premises or any part thereof shall be at a rental equal to 150% of the monthly rent paid during the last month of the term of this Lease. In addition, Tenant shall indemnify and hold Landlord harmless from all claims, damages, liability, judgments, actions, loss of profits or rents, costs and expenses incurred or suffered by Landlord as a result of such holding over.

30. **TENANT AND EMPLOYEE PARKING.** Tenant will cooperate with Landlord and other tenants at Landlord's Building toward having all tenants and employees park in designated areas; such areas to be those furthest from the buildings in order that patrons and customers park in areas closest to the buildings. Landlord shall, at its expense, provide reasonable illumination for the parking areas as well as footways and driveways.

31. **PROVISIONS BINDING.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and permitted assigns, respectively, of Landlord and Tenant. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may have given written consent to a particular assignment.

32. **NOTICES.** Any bill, statement, notice, communication or payment which Landlord or Tenant may desire or be required to give to the other party shall be in writing and shall be sent to the other party by registered or certified mail to the address specified on the first page of this Lease, or to such other address as either party shall have designated in writing to the other, and the time of the rendition of such shall be when same is deposited in an official United States Post Office, Postage prepaid.

33. **REMEDIES CUMULATIVE.** All the remedies hereinbefore given to Landlord and all rights and remedies now or hereafter existing at law or in equity shall be cumulative and concurrent. The exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity.

34. **SEVERABILITY.** If any provision of this Lease shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, shall not have the effect of rendering the provision in question inoperative or

unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Lease contained shall not affect the remaining portions of this Lease or any part thereof.

35. **HEADINGS.** Any headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning or effect.

36. **USE OF COMMON AREAS.** The use and occupancy by Tenant of the Premises shall include the use in common with others entitled to the use of the common areas, employee parking areas, service roads, loading facilities, sidewalks and customer parking areas located from time to time within Landlord's Building (collectively referred to as the "Common Areas") provided however, the use of the Common Areas by Tenant shall be subject at all times to the regulations adopted therefor by Landlord.

37. **RUBBISH REMOVAL.** Tenant shall keep the Premises clean, both inside and outside, and will remove all refuse created by Tenant from the Premises in accordance with rules and regulations established by Landlord for same. Tenant shall not burn any materials or rubbish of any description upon the Premises or common areas.

38. **SIDEWALKS.** Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place, nor cause to be placed, any merchandise, signs, vending machines or anything else on the sidewalk or exterior of the Premises without the prior written consent of Landlord.

39. **IMPROVEMENTS AND ALTERATIONS OF CENTER BY LANDLORD.** Exhibit A sets forth the general layout of Landlord's Building and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that Landlord's Building will be or is exactly as indicated on said diagram. Landlord may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever Landlord shall deem proper, and Landlord reserves the right to make alterations or additions to the building in which the Premises are located, and to add buildings to Landlord's Building. Tenant may terminate their lease in case that the Landlord's "improvements and alternations" cause a material negative impact on the Tenant's businesses and operations. This can only occur in the event Tenant has given Landlord notice of their right to terminate and Landlord has thirty (30) days to cure such "material negative impact".

40. **LIMITED LIABILITY.** Neither Landlord, nor its agents, shall be liable for any loss or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water or rain which may leak from any part of the Premises, or Center, or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other place resulting from dampness, or any other cause whatsoever, unless caused by or due to the gross negligence

EFFECTIVE DATE OF LEASE IS
JANUARY 5, 2015

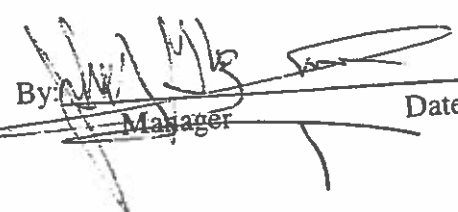
LANDLORD:



ATTEST:



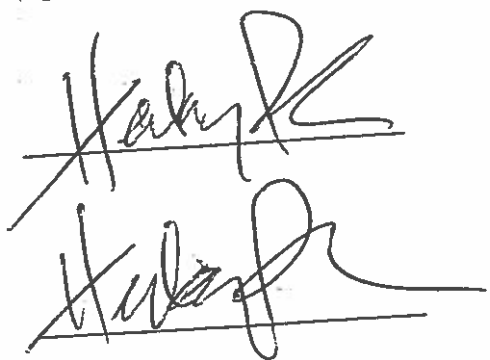
By:



Manager

Date

WITNESS:



TENANT:



Date

Date