

CAPUTO LAW OFFICE

Buhl Building, 5th Floor
204 Fifth Avenue
Pittsburgh, PA 15222
info@caputolawoffice.com

November 23, 2020

REC'D CLERK'S OFFICE
2020 NOV 30 PM3:44

~~XXXXXXXXXX~~

Brenda F. Pree, CMC, City Clerk
City Clerk's Office
510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

**RE: VIRK YILMAZ, LLC - Request for Inter-Municipal
transfer of PLCB license: R-5655**

Dear Ms. Pree:

We represent Virk Yilmaz, LLC, a Pennsylvania company seeking an inter-municipal transfer of Restaurant Liquor License No. R-5655 from Arman & Aarav, Inc., 228 Center Road, Monroeville, Pennsylvania 15146 in the Borough of Monroeville, to 5440 Centre Avenue, Pittsburgh, Pennsylvania 15232 within City of Pittsburgh, Allegheny County.

Pursuant to Section 461(b.3) of the Pennsylvania Liquor Code, we must first obtain approval from the City of Pittsburgh before filing an application with the Pennsylvania Liquor Control Board ("PLCB") to transfer the liquor license from the Borough of Monroeville to the City of Pittsburgh. The Liquor Code requires the receiving municipality to hold at least one public hearing before its governing body for the purpose of receiving comments from residents on the proposed transfer.

Notice of the public hearing must be published once each week for two successive weeks in a newspaper of general circulation in the City. The notice must state the time and the place of the hearing and the particular matter to be considered. The first publication may not be more than 30 days, and the second publication may not be less than seven days, from the date of the hearing.

We have enclosed a check made payable to the Treasurer City of Pittsburgh in the amount of Five Hundred and Twenty 00/100 (\$520.00) Dollars for processing.

We are respectfully requesting that you schedule a public hearing before the City of Pittsburgh Council as soon as possible, and let us know the date, time and place of the public hearing. We will attend the public hearing with our client and answer any questions from the Council members and/or residents of the City.

CAPUTO LAW OFFICE

Buhl Building, 5th Floor
204 Fifth Avenue
Pittsburgh, PA 15222
info@caputolawoffice.com

Brenda F. Pree, CMC, City Clerk
November 23, 2020
Page 2

My client is anxious to obtain approval from the PLCB of the license transfer and to open its business to the public. The process of transferring a liquor license with the PLCB takes approximately 8 to 12 weeks and a Resolution from the receiving municipality approving the transfer is required to be attached to the application for transfer. I enclose a sample Resolution for your consideration.

If you require any additional information, applications or fees, please contact me at (412) 325-8194 and I will see that you receive an immediate response.

Very truly yours,

1st Holly L. Guna

Holly L. Guna

Enclosures

cc: Virk Yilmaz, LLC

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-5655
2. Name and address of the individual or entity to whom the license is being transferred ("applicant"):
VIRK YILMAZ, LLC
5440 CENTRE AVENUE
PITTSBURGH, PA 15232
3. If entity or corporation, please provide names and addresses of all principals:
- | | |
|------------------------------|-------------------------------|
| <u>NANCY VIRK</u> | <u>SALIM VAID</u> |
| <u>509 ARDEN DRIVE</u> | <u>433 BEECH STREET</u> |
| <u>MONROEVILLE, PA 15146</u> | <u>MCKEES ROCKS, PA 15136</u> |
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):
ARMAN & AARAV, INC.
228 CENTER ROAD
MONROEVILLE, PA 15146
5. Reason(s) that the license is being acquired outside of the City of Pittsburgh rather than within City of Pittsburgh boundaries:
APPLICANT HAS BEEN UNABLE TO SECURE A RESTAURANT LIQUOR
LICENSE IN THE CITY OF PITTSBURGH. THE APPLICANT NEEDS A LIQUOR
LICENSE TO COMPLIMENT ITS BUSINESS AND ASSURE ITS ACCEPTANCE
AND SUCCESS.

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

PIZZA PALERMO

5440 CENTRE AVENUE

PITTSBURGH, PA 15232

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

ALREADY AN EXISTING RESTAURANT/PIZZA SHOP

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

FIVE (5) YEAR LEASE (ATTACHED)

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:

ALREADY AN EXISTING RESTAURANT/PIZZA SHOP

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

ALREADY AN EXISTING RESTAURANT/PIZZA SHOP

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

ALREADY AN EXISTING RESTAURANT/PIZZA SHOP

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

NONE

13. Name and location of any businesses the 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 individuals who have an ownership interest in the proposed business (please provide any supporting documentation):

NONE

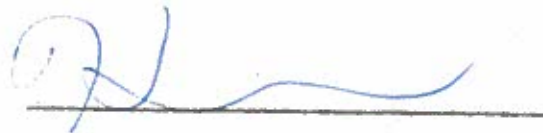
16. Any additional information that you may feel is relevant to City Council's consideration of your request:

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

VERIFICATION

I, Holly L. Guna, 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: 11/23/20



PURCHASE AND ESCROW AGREEMENT

On this 20 day of November, 2020, ARMAN & AARAV, INC., a Pennsylvania corporation (hereinafter "Seller"), and VIRK YILMAZ, LLC, a Pennsylvania limited liability company (hereinafter "Buyer"), agree as follows:

1. Seller, licensee from the Pennsylvania Liquor Control Board of Restaurant Liquor License No. R-5655, LID: 69332 (the "License"), which was originally issued for premises situate at 228 Centre Road, Monroeville, Pennsylvania 15146, hereby sells and assigns the License to the Buyer for inter-municipal transfer by the Buyer to its proposed restaurant location within the City of Pittsburgh or another municipality within Allegheny County, Pennsylvania. The Buyer accepts said sale and assignment and agrees to purchase the License subject to the conditions contained herein.

2. The purchase price for the License shall be Eighty Thousand and 00/100 (\$80,000.00) Dollars, which will be held in escrow by Charles L. Caputo, Esquire, Caputo Law Office, and shall be deposited with the escrow agent on or before the date of the final closing of this transaction and shall be secured by a Demand Note. The escrow agent shall not be responsible for the performance of either party hereto and shall be liable to the parties hereto only for willful misappropriation of the escrow funds.

3. Each of the parties hereto agrees to execute all documents and perform all prerequisites necessary to best effectuate the transfer of the License as is herein contemplated. Each of the parties agrees to execute all necessary Liquor Control Board forms and appear at any necessary hearings. Each of the parties agrees to apply for all necessary governmental permits and to process the application for transfer with reasonable dispatch.

In the event that, in spite of such efforts, the application for transfer has not been

approved within one hundred eighty (180) days of the date of the execution of this Agreement, either party may terminate this agreement by giving twenty (20) days written notice of such party's desire to terminate, after which time the escrow agent shall be authorized to submit to the Pennsylvania Liquor Control Board the letters of withdrawal attached hereto unless in the interim the application for transfer has been approved.

4. Buyer may not assign any of its rights or obligations under this Agreement, without the prior consent of Seller.

5. This Agreement is contingent upon approval of the application for transfer of the License by the Pennsylvania Liquor Control Board under the terms set forth herein. This agreement is further contingent upon the Buyer obtaining all necessary municipal and other governmental permits and approvals required to transfer the license.

In the event the Pennsylvania Liquor Control Board refuses to grant approval of the application for transfer, either party may at its option declare this Agreement to be null and void, at which event, provided Buyer is not in default of this Agreement, all escrow funds shall be returned to Buyer with no liability accruing to either party herein; or, Buyer may process any appeal of any decision of the Board to such court or courts which Buyer believes may be necessary. If the Buyer chooses to process any appeal and does not ultimately prevail, all of the escrowed funds shall be delivered to Seller as consideration for keeping the license off the market, and no further liability shall accrue to either party herein.

6. In the event Buyer shall default under this Agreement, Buyer and Seller agree that the amount of Five Thousand and 00/100 (\$5,000.00) Dollars shall be paid over to Seller as liquidated damages and Seller agrees to accept said sum in full satisfaction and discharge of all claims against Buyer. In the event Seller shall default under this Agreement, Buyer may elect to

terminate its obligations under this Agreement.

7. The closing of this transaction will take place within Ten (10) days after approval by the PLCB of the license transfer, at which time all of the taxes and other debts of the Seller shall be paid prior to the remaining consideration being paid to the Seller. Seller warrants that as of closing of this transaction, all bills, debts and claims due by the Seller which were incurred in the operation of the Seller's business which would prevent transfer of the license free and clear will have been paid and the Seller agrees to submit an affidavit attesting to said fact and further agrees to indemnify, hold harmless and provide at Seller's expense reasonable attorney's fees to defend the Buyer against any claim for debts or taxes incurred by Seller in said operation, said indemnification obligation to survive the closing or sooner termination of this Agreement.

8. Buyer warrants and represents that (a) the funds being used to acquire the Liquor License are from sources which will be acceptable and provable to the PLCB; (b) Buyer has the full right, power and authority to purchase the License and to carry out the obligations of the Buyer herein; (c) the execution, delivery and performance at the date hereof by Buyer of this Agreement does not (i) violate any law or (ii) result in a default under any contract to which Buyer is a party or by which Buyer or its properties are bound; (d) this Agreement, upon execution by all parties, will be the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

9. Seller shall provide to the Buyer or to the Pennsylvania Liquor Control Board all forms, clearances, documents and information required from Seller under the Liquor Code and related Regulations. Seller warrants that it has the full right and title to sell and transfer the License to Buyer, that there will be no outstanding agreements of sale for the License as of the effective date of this Agreement, the License has been and will be renewed in compliance

with the Liquor Code, that to Seller's actual knowledge neither the Pennsylvania Liquor Control Board nor the Bureau of Liquor Control Enforcement has any pending complaints, citations or undischarged penalties against the License, that the License is not subject to any restrictions under the Pennsylvania Liquor Control Board's "conditional license" program, that Seller has paid in full all taxes due to any governmental agency or department, that the License has not been the subject of an inter-municipal transfer within the past 5 years, and there are no liens or encumbrances of any nature against the License. Until the transfer of the liquor license is completed hereunder, Seller shall promptly file all necessary returns and pay all taxes due to any governmental agency or department. In the event that any representation in this paragraph is not fulfilled to the extent that the License is freely transferable, after reasonable notice and opportunity to cure, the Seller authorizes the Buyer to take whatever measures may be necessary, all at the expense of Seller, to effectuate the free transfer of the License to the Buyer, and those expenses shall be a reduction to the purchase price, thereby reducing the amount payable to Seller at closing.

10. Seller agrees to indemnify Buyer and hold it harmless against any and all liabilities which may arise after the closing and which arose either out of the Seller's ownership of the License, out of any misrepresentation of Seller herein, or any breach of any of Seller's obligations hereunder.

11. Buyer agrees to indemnify Seller and hold it harmless against any liabilities which may arise after the closing out of Buyer's ownership of the License, out of any misrepresentation of Buyer herein, or any breach of any of Buyer's obligations hereunder.

12. Seller and Buyer represent and warrant that neither has engaged in any negotiations which might give rise to a claim for commission by an agent, broker, or any other

person who might choose to assert any participation in the negotiations concerning this transaction. Consequently, each party agrees to notify the other immediately in the event such a claim has been made and to cooperate in resisting such claim. In the event a claim is sustained against either of the parties, the responsible party agrees to indemnify and save harmless the other from all costs incurred by the innocent party in defending against such claim, including reasonable attorney fees. This indemnification provision, as well as all other indemnification obligations herein, shall survive the closing, and should the sale not be consummated, they shall nevertheless survive the termination of this Agreement.

13. 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.

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

15. This Agreement may be modified or amended only by a written instrument signed by the parties.

16. 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.

17. 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.

18. 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. Telefaxed or emailed signature pages shall be deemed to be originals.

19. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals the day and year first above written.

**SELLER:
ARMAN & AARAV, INC., a Pennsylvania corporation**

By: *Nancy Virk*

**BUYER:
Virk Yilmaz, LLC, a Pennsylvania limited liability company**

By: *Selma Yilmaz*

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (this "Lease") is made, executed and entered into, to be effective as of the 1st day of October, 2020 (hereinafter referred to as the "Effective Date"), by and between FIORINA CHIANELLI, an individual ("Landlord"), and VIRK YILMAZ, LLC, a Pennsylvania limited liability company, d/b/a PIZZA PALERMO ("Tenant").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Lease Agreement dated July 1, 2008 (also referred to as being dated October, 13, 2009), as subsequently renewed, amended and assigned on various dates (collectively, the "Original Lease"), Landlord demised and leased the Premises (as such term is hereinafter defined) unto Tenant (as successor in interest to the original tenant);

WHEREAS, the Original Lease was set to expire on May 31, 2020, but Tenant remains on the Premises and continues to pay rent in the amount of Three Thousand Eight Hundred Ten and 75/100 Dollars (\$3,810.75), per month, of which Three Thousand Three Hundred Seventy-Five and 00/100 Dollars (\$3,375.00) is the base rent and Four Hundred Thirty-Five and 75/100 Dollars (\$435.75) is additional rent, which additional rent amount equals the sum of the monthly Percentage CPI Increase and the increase in Common Area Maintenance Expenses and Taxes for the year 2018 (the "2018 Charges");

WHEREAS, as of May of this year, Tenant satisfied the amounts owed for the 2018 Charges;

WHEREAS, the Percentage CPI Increase and the increase in Common Area Maintenance Expenses and Taxes for the year 2019 collectively equals the sum of Seven Thousand Two Hundred Twenty-Nine and 06/100 Dollars (\$7,229.06) (the "2019 Charges");

WHEREAS, Tenant has continued to pay Four Hundred Thirty-Five and 75/100 Dollars (\$435.75) as additional rent for the months of June, July, August and September of this year, which gives Tenant a credit of One Thousand Seven Hundred Forty-Three and 00/100 Dollars (\$1,743.00) towards the 2019 Charges;

WHEREAS, the outstanding balance of the 2019 Charges, which equals Five Thousand Four Hundred Eighty-Six and 06/100 Dollars (\$5,486.06), shall be paid by Tenant in full within five (5) calendar days of the execution of this Lease; and

WHEREAS, Landlord and Tenant desire to amend and restate the Original Lease in its entirety, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Recitals; 2019 Charges:** Landlord and Tenant agree that the foregoing recitals shall be incorporated into and considered a part of this Lease and not merely a preamble to it. In addition, Landlord and Tenant agree that the outstanding balance of the 2019 Charges, as provided on the invoice attached hereto as Exhibit A, are due and payable by Tenant to Landlord within five (5) calendar days after the execution of this Lease.
2. **Premises:** Landlord hereby leases to Tenant for the period of time described in Section 3 hereof, which commences on the Commencement Date and ends upon the Expiration Date (the

"Term"), and upon the terms and conditions set forth in this Lease, approximately One Thousand Six Hundred Seventeen and One-Half (1,617.50) square feet of space, being approximately 60' deep by 27' wide with 27' of frontage on Centre Avenue in the building owned by Landlord at 5440 Centre Avenue, Pittsburgh, PA 15232 (hereinafter "Building"). The leased space shall hereinafter be referred to as the "Premises" and is shown and marked on the floor plan of the first floor of the Building which is attached to this Lease as Exhibit B.

3. Term and Renewal Terms:

A. The Term of this Lease shall be for a period of five (5) years, commencing on October 1, 2020 (hereinafter referred to as the "Commencement Date"), and expiring at midnight on September 30, 2025, unless otherwise sooner terminated or extended in accordance with the provisions hereof (the "Expiration Date").

B. As additional consideration for the rent and covenants to be paid and performed by Tenant under the Lease, Tenant is hereby given the right to extend the Lease for one (1) additional period of five (5) years, from October 1, 2025 through September 30, 2030, upon the same terms, covenants, conditions and provisions of the Lease, except that (i) Additional Rent due to an increase in the 2019 Base Year charges shall be as negotiated by the parties at the time of renewal, and (ii) the Base Rent together with any Percentage CPI Increase(s) shall be as set forth in Section 4 below. There shall be no further options to extend the Lease, unless agreed upon and confirmed in writing by the parties. Such period of time is referred to herein as the "Renewal Term." The Renewal Term shall be exercisable only by a written notice of such exercise from Tenant to Landlord not less than one hundred eighty (180) days prior to the expiration of the Term of the Lease; *provided, however*, that the granting of the Renewal Term shall be null and void should Tenant be in default in the performance of any of Tenant's obligations under the terms of the Lease (beyond applicable notice and cure periods) upon either the Expiration Date, or upon the date of exercise of the Renewal Term by Tenant. Any reference in this Lease to "Term" shall include the initial term of five (5) years granted to Tenant pursuant to Section 3.A. of this Lease and any properly exercised Renewal Term, as applicable.

4. Rent and Security Deposit:

A. **Base Rent – Year 1.** During the first (1st) year of the Term of the Lease, Tenant shall pay "Base Rent" for the Premises to Landlord, without demand, deduction, set-off or counterclaim, in equal installments, in advance, on the fifth (5th) day of each month, at the rate of Four Thousand One Hundred Eighty-Eight and 00/100 Dollars (\$4,188.00), per month. The first installment of Base Rent shall be due by October 5, 2020.

B. **Increases to Base Rent – Years 2 through 5 and Renewal Term.** Commencing with the second (2nd) year of the Term and each year thereafter (including during any properly exercised Renewal Term), Tenant shall pay Base Rent to Landlord at the rate of Four Thousand One Hundred Eighty-Eight and 00/100 Dollars (\$4,188.00), per month, plus the Percentage CPI Increase as described herein. Commencing on October 1, 2021, Base Rent shall be increased effective October 1st of each year (but shall not be decreased) during the Term of this Lease by the "Percentage CPI Increase." Landlord shall notify Tenant of each increase by delivering a written statement setting forth the amount of the Percentage CPI Increase and the new Base Rent payable by Tenant. If Landlord's notice is given after the effective date of an increase, Tenant shall nevertheless be obligated to pay the new Base Rent from its effective date until the next periodic increase. The Percentage CPI Increase shall mean the increase in the CPI which has occurred during the previous calendar year. For example, the monthly Base Rent to be paid commencing October 1, 2021 shall be equal to the monthly Base Rent paid from October 1, 2020 through September 30, 2021, plus the increase in the CPI from January 1, 2020 through December 31, 2020. "Consumer Price Index" or "CPI" as used in this Lease shall mean the Consumer Price Index for

All Urban Consumers, 1982-84=100 (US City Average), as compiled by the Bureau of Labor Statistics, United States Department of Labor. In the event that such index shall cease to be available, a similar index published by a comparable United States Governmental Agency shall be used. In the event that the applicable index figures are not available on the dates referred to in this Lease, then the index figures available for the dates most nearly preceding the dates referred to in this Lease shall be used. In the event that the base year for the computation of the index shall be changed, then appropriate adjustments shall be made for purposes of determining Tenant's obligations under this Lease. Notwithstanding anything contained herein, in no event shall Base Rent increase by more than three (3%) percent from year to year.

C. Definition of Rent. Unless otherwise specifically provided hereunder, except for Base Rent, all other sums of money or charges payable to Landlord from Tenant under this Lease are defined as "Additional Rent" and are due together with the payment of Base Rent, without any deductions, set-offs, or counterclaims, and failure to pay such Additional Rent carries the same consequences as Tenant's failure to pay Base Rent. Base Rent and Additional Rent are sometimes collectively referred to herein together as "Rent."

D. Payment of Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in currency of the United States of America, at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder.

E. Calculation and Notice of Additional Rent. Taxes, Common Area Maintenance Expenses and Insurance Expenses for the Building are calculated on the basis of a "Lease Year," which is defined as January 1st through December 31st of each year, and are charged as more fully described in Section 5 of this Lease. The first (1st) Lease Year (for purposes of Additional Rent only) shall terminate on December 31, 2020. For each Lease Year during the Term of this Lease, Tenant shall be required to pay Additional Rent due to an increase in the "2019 Base Year" charges compared to subsequent Lease Year charges. For example, the Additional Rent to be paid commencing January 1, 2021 shall be equal to the 2019 Base Year charges, plus any increase in the 2019 Base Year charges as compared to such charges from January 1, 2020 through December 31, 2020. All subsequent Lease Years shall continue as calendar years thereafter except that the last Lease Year shall terminate on the Expiration Date. In the event that the base year for the computation of the Additional Rent charges shall be changed, then appropriate adjustments shall be made for purposes of determining Tenant's obligations under this Lease. Landlord shall notify Tenant of each increase of the Taxes, Common Area Maintenance Expenses and Insurance Expenses by delivering a written statement setting forth the amount of such increase and the new Additional Rent payable by Tenant. If Landlord's notice is given after the effective date of an increase, Tenant shall nevertheless be obligated to pay the new Additional Rent from its effective date until the next periodic increase. It is anticipated that Landlord will send out the notice of increase by February of each year.

F. Definition of Pro Rata Share. As used herein, Tenant's "Pro Rata Share" shall mean a percentage of the cost or expense determined by (i) dividing the square footage of the Premises by the total gross leasable square footage in the Building, as such square footages may change from time to time; and (ii) multiplying such percentage by the applicable cost or expense. Tenant's current Pro Rata share is six and ninety-one hundredths percent (6.91%).

G. Security Deposit. Tenant has previously paid to Landlord the sum of Two Thousand Three Hundred Fifty-Eight and 85/100 Dollars (\$2,358.85), which shall continue to be held by Landlord as security against a Default by Tenant pursuant to the terms of this Lease ("Security

Deposit). The Security Deposit (which shall not bear interest to Tenant) may be applied by Landlord in order to cure any Default in any of the terms, provisions or conditions of this Lease. Tenant hereby grants to Landlord a security interest in the Security Deposit in accordance with the applicable provisions of the Uniform Commercial Code, as it may be amended from time to time, in the Commonwealth of Pennsylvania. Upon the Expiration Date, the Security Deposit shall be returned to Tenant by Landlord, after deducting therefrom any sums owed to Landlord pursuant to provisions of this Lease (which shall include, without limitation, any unpaid utilities, unless Tenant has provided evidence that all utilities have been paid, and the cost to repair any damage to the Premises). In the event Landlord applies the Security Deposit in whole or in part against a Default by Tenant, Tenant shall, upon demand by Landlord, deposit sufficient funds to maintain the security deposit in the initial amount. Upon the Expiration Date hereof, Landlord shall retain the Security Deposit, or so much as has been applied in accordance with the provisions hereof, until such time as all of Tenant's obligations to pay any Rent and other amounts payable hereunder have been fully paid and satisfied. Any balance remaining shall be returned to Tenant within thirty (30) days of the Expiration Date or earlier termination of the Lease Term.

H. Late Fee. In the event any Rent is not received on or before the fifth (5th) calendar day after the same is due, then, for each and every late payment, Tenant shall immediately pay, as Additional Rent, a service charge equal to the greater of One Hundred Dollars and 00/100 (\$100.00) Dollars, or four (4%) percent of the amount required to be paid. Any amounts which are not paid within thirty (30) calendar days of the due date shall also bear interest at the "Prime Rate" of PNC Bank, N.A. (or similar rate if not available), plus four (4%) percent (the "Default Rate"). Notwithstanding this service charge, Tenant shall be in Default under this Lease if all payments required to be paid by Tenant are not made at or before the times herein stipulated.

5. Common Areas, Taxes, Insurance, and Utilities:

A. Common Areas.

(i) During the Term of this Lease, Tenant is granted the nonexclusive license to use and to permit its customers and invitees to use the sidewalks, landscaped areas, and the entrance and exit ways of the Building designated by Landlord for access and egress to and from the Premises from a public street (collectively, the "Common Areas"). In addition, Tenant shall have the right to place a dumpster in the Common Areas in a location designated by Landlord, so long as Tenant keeps the area around such dumpster clean and free of debris. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size and nature of the Building or of the Common Areas, including without limitation, the right to locate and/or erect thereon kiosks, structures and other buildings and improvements of any type, provided the same is done in such manner to minimize the impact on Tenant's operations in the Premises and shall not unreasonably affect or interfere with Tenant's use, business or operations on the Premises or unreasonably obstruct the visibility or ingress and egress of the Premises. Subject to any easements and restrictions of record granted or approved by Landlord from time to time, all Common Areas shall be subject to the exclusive control and management of Landlord, except as expressly described herein, and Landlord shall have the right, at any time, and from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform with such rules and regulations on notice thereof. There are no parking areas provided with the Premises, and Tenant shall have no right to park any vehicles adjacent to the Premises or on Landlord's property.

(ii) Landlord agrees to maintain and keep in good service and repair all Common Areas. Tenant agrees to reimburse Landlord for its Pro Rata Share of all costs and

expenses incurred by Landlord in excess of the cost and expenses for the 2019 Base Year in connection with the operation, maintenance, repair, improvement, replacement and management of the Building by Landlord, including all appurtenances which benefit the Building (collectively, the "Common Area Maintenance Expenses"). The Common Area Maintenance Expenses shall include, but not be limited to, the following costs and expenses incurred in connection with the Common Areas: (a) gas, electricity, water, sewer and other utility charges of whatever nature; (b) insurance premiums; (c) direct and indirect costs of personnel who perform services for the Building; (d) costs of service and maintenance contracts, including but not limited to, janitorial and general cleaning, painting of the outside of the Building, security services and management fees; (e) all other maintenance, repair and replacement expenses, and supplies which are deductible for such calendar year in computing federal income tax liability; (f) any other costs and expenses (i.e., items which are not capital improvements) incurred by Landlord in operating the Building, including without limitation, accounting costs and reasonable attorneys' fees; (g) the cost of any additional services not provided to the Building at the Commencement Date but thereafter provided by Landlord in the prudent management of the Building; and (h) the cost of any capital improvements which are made by Landlord to the Premises; *provided, however*, that the cost of each such capital improvement, together with any financing charges incurred in connection therewith, shall be amortized and/or depreciated over the useful life thereof and only that portion thereof attributable to each Lease Year shall be included in the Common Area Maintenance Expenses for such Lease Year. For example, in the event a new roof is required for the Building, and the roof has a useful life of ten (10) years and costs \$20,000.00, the cost of the roof would be amortized over ten (10) years, so that only \$2,000.00 per year would be charged to Building tenants. Tenant's Pro Rata Share is 6.91%, so the cost allocated to Tenant would be \$2,000.00 x 6.91%, or \$138.20 per year during the remainder of the Term. Common Area Maintenance Expenses shall not include: (a) principal payments or interest payment on any mortgages, deeds of trust or other financing encumbrances; (b) leasing commissions payable by Landlord; (c) deductions for depreciation of the Building; or (d) repairs and maintenance performed for another tenant of the Building or in a tenant's exclusive space and not in the Common Areas.

(iii) Tenant's Pro Rata Share of Common Area Maintenance Expenses shall be determined by totaling all Common Area Maintenance Expenses that are in excess of those incurred in the 2019 Base Year, together with an administrative fee of ten (10%) percent of Tenant's Pro Rata Share of Common Area Maintenance Expenses. The total shall then be multiplied by Tenant's Pro Rata Share, which shall yield Tenant's actual annual Pro Rata Share of Common Area Maintenance Expenses for the applicable Lease Year. Such number, plus Tenant's Pro Rata Share of any additional charges Landlord believes will be incurred in the prudent operation of the Building in the next calendar year, shall be the estimate for Common Area Maintenance Expenses for the next calendar year. After Common Area Maintenance Expenses have exceeded the amount paid during the 2019 Base Year, Tenant shall pay Landlord Tenant's Pro Rata Share of Landlord's estimate of Common Area Maintenance Expenses, as computed above, in twelve (12) equal monthly installments, payable together with the monthly installment of Base Rent. Notwithstanding the above, in the event Landlord at any time determines that the amount of Common Area Maintenance Expenses actually being paid by Landlord exceeds the estimate upon which Tenant's Pro Rata Share of Common Area Maintenance Expenses was computed, Tenant, following a request from Landlord, shall commence to pay with the next monthly installment of Rent due an amount sufficient to result in Tenant's paying its full Pro Rata Share of Common Area Maintenance Expenses as computed on the basis of Landlord's revised estimate of Common Area Maintenance Expenses. At the end of each calendar year and at the end of the Term, there shall be an adjustment if the amount paid by Tenant is less or more than Tenant's Pro Rata Share actually incurred in that calendar year. Any amount due Landlord

shall be paid with the next monthly installment of Common Area Maintenance Expenses. Additionally, Tenant's share for any partial Lease Year shall be prorated based upon the actual number of days during which this Lease is in effect in any such partial Lease Year. Notwithstanding anything contained herein, Tenant's Pro Rata Share of Common Area Maintenance Expenses for the Building shall not increase by more than five percent (5%) from year to year.

B. Taxes.

(i) Throughout the entire Term of this Lease, Tenant shall pay Landlord as Additional Rent, Tenant's Pro Rata Share of Taxes for each tax year (as established by the taxing authority) in excess of the cost of such Taxes during the 2019 Base Year. The term "Taxes" as used in this Lease means the total of all taxes and assessments, general and special, ordinary and extraordinary, real and/or personal, foreseen and unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed with respect to the land and improvements on which the Building is located calculated at early discount rates, if available. The term "Taxes" also includes all costs reasonably incurred in connection with any proceeding brought by Landlord to reduce, abate, or limit the increase of said Taxes. If at any time during the Term of this Lease, the present method of taxation shall be changed so that in lieu of or in addition to any Taxes levied, assessed or imposed on real estate and the improvement thereon or imposed upon any personalty used in connection therewith or upon the collection of rents or sums due hereunder, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future Building, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

(ii) Following any increase in the Taxes over the amount charged for the 2019 Base Year, Tenant shall pay its Pro Rata Share of such Taxes by the following method: one-twelfth (1/12) of the Taxes in excess of the 2019 Base Year amount estimated to be due by the Landlord shall be paid each month with the Base Rent until the liability has been paid in full. Notwithstanding the end of the Term hereof, Tenant shall continue to be liable to Landlord for all Taxes incurred by Landlord for the period of Tenant's occupancy, and Tenant shall promptly remit to Landlord any amount due to Landlord upon notice from Landlord to Tenant.

C. Insurance.

(i) Landlord shall obtain and maintain during the Term of this Lease fire and extended coverage insurance for the Premises and other improvements in the Building not insured by others. Landlord shall also obtain and maintain during the Term of this Lease comprehensive general liability insurance covering the Common Areas of the Building. Such insurance shall be issued by an insurance company licensed to do business in the Commonwealth of Pennsylvania. Tenant shall reimburse Landlord for its Pro Rata Share of such insurance cost which is excess of the amount paid by the Landlord for the 2019 Base Year as a portion of the Common Area Maintenance Expenses described in Section 5.A of this Lease (the "Insurance Expenses").

(ii) Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the Term of this Lease insurance policies providing the following coverage: (a) Tenant's fixtures, equipment, furnishings, merchandise and other contents in the Premises, for the full

replacement value of said items; (b) all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the Commonwealth of Pennsylvania insuring Tenant's Work (as defined in Section 6.B. herein) for the full replacement value; and (c) comprehensive general liability insurance for the Premises naming Landlord and any mortgagee as additional insureds, which policy is to be in the minimum amount of Five Hundred Thousand Dollars (\$500,000) with respect to any one person, in the minimum amount of One Million Dollars (\$1,000,000) with respect to any one accident, and in the minimum amount of One Hundred Thousand Dollars (\$100,000) with respect to property damage. In the event that Tenant undertakes any Tenant's Work which involves construction (*i.e.*, more extensive than the installation of fixtures), then Tenant shall also obtain builder's risk insurance prior to the commencement of such Tenant's Work in an amount reasonably acceptable to Landlord. The minimum limits hereinbefore set forth may, at Landlord's option, be increased to levels reasonably established by Landlord, such increase to occur not more often than once every three (3) Lease Years during the Term hereof. Tenant shall deliver to Landlord certificates of insurance or duplicate originals of each such policy.

(iii) The policies described in Section 5.C(ii) above shall: (a) contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents and employees, and mortgagees; (b) contain a provision that it shall not be cancelled and that it shall continue in full force and effect unless Landlord has received at least thirty (30) days' prior written notice of such cancellation or termination; (c) not be materially changed without prior notice to Landlord; and (d) shall name both Landlord and its management agent, Fontana Land Company, as additional insureds.

(iv) Tenant shall not permit to be done any act which will invalidate or be in conflict with the fire insurance policies covering the Building or any other insurance referred to in this Lease. Tenant will promptly comply with all reasonable rules and regulations relating to such policies. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be immediately paid by Tenant as Additional Rent.

D. Utilities. Tenant, at Tenant's sole cost and expense, shall arrange for and pay all costs and expenses of the charges for all utilities and services provided or used in or at the Premises throughout the Term of this Lease. Tenant shall pay directly to the public utility companies the cost of any installation of any and all such utility services. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from the installation and maintenance of such utility services and from all costs and expenses for utilities consumed in the Premises.

6. Construction and Alterations:

A. Landlord Construction. Landlord is not required to perform any construction work in the Premises. Tenant previously accepted the Premises in its "AS IS" condition without representation or warranty of any type by Landlord. Any work done by Landlord at Tenant's request shall be at Tenant's sole cost and expense and shall be paid for by Tenant.

B. Tenant Construction. All work necessary to continue to operate Tenant's business at the Premises is to be performed by Tenant at Tenant's sole cost and expense, including all construction permits necessary for any Tenant alterations (hereinafter referred to as "Tenant's Work"), in accordance with the provisions of Section 6.C. below. All entry into the Premises and

work done by Tenant shall be at Tenant's risk. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be accomplished in accordance with good construction practices, all applicable laws, insurance requirements and Landlord's reasonable rules and regulations.

C. Alterations.

(i) Tenant may not make any exterior or structural alterations to the Premises without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. In addition, Tenant shall not make, except in an emergency, any interior alterations, except for alterations to the decor of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such alterations shall be performed in a good and workmanlike manner and in accordance with applicable legal and insurance requirements and the terms and provisions of this Lease.

(ii) In the event that any mechanic's lien is filed against the Premises or Building as a result of Tenant's Work or any other work or act of Tenant or its agents, Tenant, at Tenant's sole cost and expense, shall discharge or bond off the same within thirty (30) days from the filing thereof. If Tenant fails to discharge said mechanic's lien within the time provided, Landlord may bond or pay without inquiring into the validity of the merits of said lien and all sums so advanced shall be paid by Tenant on demand from Landlord as Additional Rent.

(iii) Prior to the commencement of any Tenant's Work or any other work by Tenant or its agents, Tenant shall obtain public liability and workmen's compensation insurance to cover Tenant and every contractor to be employed by Tenant, and shall deliver duplicate originals of all such policies or certificates of such insurance to Landlord for written approval.

(iv) If, in an emergency, it shall become necessary to make repairs required to be made by Tenant, Landlord may reenter the Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay the Landlord the costs of such repairs on demand from Landlord as Additional Rent.

7. Use and Operation.

A. Use. Tenant shall use the Premises for the following purpose only and for no other purpose: as an eat-in, take-out and delivery restaurant selling primarily pizza and sandwiches. Tenant may serve or sell alcoholic beverages in the Premises provided it (i) obtains all required licenses, permits and approvals to do so, (ii) obtains and maintains for the Term of the Lease insurance policies providing liquor legal liability coverage at the same minimum coverage amounts and requirements as provided under Section 5(C)(ii)(c) of this Lease, and (iii) complies with all applicable laws. Tenant shall have the right to use the sidewalk adjacent to the Premises for an outdoor eating area, but only if Tenant obtains any variances or permits required therefor and complies with all zoning codes and ordinances. Tenant shall operate its business in the Premises under the following trade name: Palermo Pizza.

B. Operation. Tenant agrees to conduct its regular business operations continuously on a seven (7) day per week basis and from at least 11:00 AM through 7:00 PM each day.

substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substance Control Act, or any other federal, state, local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material.

D. Tenant and Employee Parking. Landlord does not provide any parking at the Building. Tenant shall be responsible for its employees and any violations by Tenant and/or their employees of these parking rules shall be considered a default under this Lease.

9. Repairs and Maintenance:

A. Landlord Repairs.

(i) Landlord shall keep in good repair and condition the roof, foundation, exterior walls, sewer and water lines serving and outside of the Premises, the structural support of the Premises and the Common Areas of the Building.

(ii) Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any other part of Building, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, to its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes or from leaks in the roof or falling plaster.

B. Tenant Repairs and Replacements.

(i) Except as stated in Section 9.A of this Lease, Tenant, at Tenant's sole cost and expense, shall: (a) make all repairs and perform all maintenance work that is necessary in order to keep the Premises in good order and repair and in a safe and dry tenantable condition; (b) install, maintain, repair and replace such fire protection devices as may be reasonably required by any governmental body or insurance underwriter for the Building; (c) provide both trash storage and trash removal services and generally keep any trash storage or trash removal areas in a neat and sanitary condition; (d) change Tenant's heating and air conditioning filter, as necessary, and have Tenant's heating, ventilation and air conditioning ("HVAC") system serviced, as necessary, but not less often than two (2) times a year; and (e) repair and replace any portion of the Building which is damaged as a result of any act or omission of Tenant and its employees, agents, customers, invitees, subtenants, licensees or concessionaires.. In addition, except as otherwise specifically set forth herein, Tenant shall maintain, repair and replace, as necessary, all equipment located in and exclusively serving the Premises, including but not limited to, all plumbing, HVAC systems, and sprinkler systems. All interior walls, ceilings, ceiling tile, windows, doors, door frames, and glass doors shall at all times be kept in good order, condition, and repaired and replaced by Tenant at Tenant's sole cost and expense. In the event of any window or glass door damage or breakage, Tenant shall remove any debris within forty-eight (48) hours of such damage and have the same repaired or replaced at Tenant's sole cost and expense. In the event Tenant requests that Landlord undertake any of Tenant's obligations as described herein, or in the event Tenant fails to perform such obligations, Landlord shall have the right to

perform such obligations and charge the cost thereof to Tenant, plus an administrative fee in the amount of fifteen percent (15%) of the cost of such work. Tenant shall pay Landlord the invoice of such amount within fifteen (15) days of receipt of such invoice.

(ii) The plumbing facilities shall not be used for any purpose other than that for which they are constructed and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its employees, agents, customers, invitees, subtenants, licensees or concessionaires shall be paid by Tenant. Tenant shall install grease traps needed to prevent the accumulation of grease or hazardous substances in the sanitary sewerage facilities of the Building. Tenant shall not dispose of any substance in the plumbing facilities of the Premises which is likely to result in the closing of, or damage to, the sanitary sewerage facilities of the Building. Tenant shall not use a garbage disposal unit in the Premises if the use of such garbage disposal unit results in the closing of, or damage to, the sanitary sewerage facilities of the Building. Tenant shall be responsible for and shall reimburse Landlord for any loss, cost or charges relating to the repair, replacement or maintenance of the sanitary sewerage facilities which result from a violation of this provision by Tenant, its employees, agents, customers, invitees, subtenants, licensees or concessionaires. Due to the nature of Tenant's business, Tenant shall pick up and discard any trash or debris in the sidewalk and areas outside of the Premises on a nightly basis if created by Tenant, its employees, agents, customers, invitees, subtenants, licensees or concessionaires. In the event Tenant fails to remove such debris regularly and on a timely basis, Landlord shall have the right to perform such work and charge the cost thereof to Tenant. In addition, Tenant shall reimburse Landlord for the cost of any extra janitorial services required in the Building as a result of Tenant's operations. Tenant shall pay Landlord the invoice of any such amounts provided in this 9.B.(ii) within fifteen (15) days of receipt of such invoice

(iii) Tenant shall not send any agent, employee, or representative on part of the roof of the Building unless accompanied by Landlord's roofing contractor, at Tenant's sole cost and expense. Any damage caused to the roof by Tenant, its employees, agents, customers, invitees, subtenants, licensees or concessionaires shall be the responsibility of Tenant.

10. Signage. Tenant shall have the right to install and shall maintain two (2) signs affixed to the front and side of the Premises, subject to the prior written approval of Landlord, and all governmental rules, regulations and requirements. Tenant's signage shall conform to all applicable legal and insurance requirements. Tenant shall pay for all costs and expenses in connection with such signs and shall be responsible for the cost and expense of proper installation and removal thereof and any damage caused to the Premises. To the extent Tenant's signage is affixed to or embedded in the stucco on the Building, Tenant shall maintain and repair such stucco and any water damage caused by affixing the signs. No additional signs, whether interior or exterior, which can be seen from the exterior of the Premises, shall be installed or displayed in, on or about the Premises without the prior written consent of Landlord. Any interior signs must be prepared in a professional manner. Any sign or display visible from the exterior of the Premises which does not meet the above criteria may be removed at any time by Landlord without liability.

11. Assignment and Subletting:

A. No Assignment, Subletting or Encumbering.

(i) Tenant shall not: (a) assign or otherwise transfer, or mortgage or otherwise encumber this Lease or any of its rights hereunder; (b) sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any persons other than Tenant; (c) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law; or (d) if Tenant is a corporation, partnership, limited liability company, or other entity, sell or assign a majority interest in Tenant to any third party. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant.

(ii) In addition, in the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Premises, or any part thereof, Tenant shall give Landlord sixty (60) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Premises (which notice shall contain the name of the proposed assignee or sublessee and the terms thereof). For sixty (60) days following receipt of said notice, Landlord shall have the right to review and either approve or deny such request. Within sixty (60) days from receipt of said notice, Tenant may assign or transfer or sublet such space if Tenant has obtained the prior written consent of Landlord. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving Landlord said sixty (60) days' notice or from obtaining the consent in writing of landlord to any further assignment, transfer or subletting.

(iii) In the event Landlord gives Tenant its written consent to assign, transfer or sublet all or a portion of the Premises to a third party, any rent or other payment accruing to Tenant for the Premises as the result of any such assignment, transfer or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the Rent then payable to Tenant under the Lease shall be immediately paid by Tenant to Landlord monthly as Additional Rent.

(iv) Any costs and expenses, including reasonable attorneys' fees incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease, or for any other form or waiver requested by Tenant, shall be borne by Tenant and shall be immediately payable to Landlord as Additional Rent.

12. Landlord Financing:

A. Subordination of Lease. This Lease and Tenant's tenancy hereunder, at the option of Landlord, shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of the Landlord and the Premises. Tenant agrees to execute and deliver such instruments as may be requested by Landlord or by any lender in order to subordinate this Lease to the lien of any existing or future mortgage or deed of trust, which instrument(s) shall contain a provision that Tenant's tenancy shall not be disturbed so long as Tenant is not in default hereunder. In the event Tenant does not execute and deliver any such agreement, Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such agreement.

B. Attornment. If and so long as this Lease is in full force and effect, then at the option of the mortgagee:

(i) this Lease shall remain in full force notwithstanding: (a) a default under the mortgage by Landlord; (b) failure of Landlord to comply with this Lease; (c) a defense to which Tenant might be entitled against Landlord under this Lease; or (d) any bankruptcy or similar proceedings with respect to Landlord;

(ii) if any such mortgagee takes possession of the Premises, Tenant shall be obligated to such mortgagee to pay it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease; and

(iii) if any mortgagee or purchaser, at a private or public sale, shall take possession of the Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its Landlord under the Lease.

C. Notice to Lender. Tenant agrees to give Landlord's mortgagee a copy of any notice of default served upon the Landlord in the manner provided for notices in this Lease, provided that prior to such notice Tenant has been notified in writing, of the address of such mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagee shall have an additional sixty (60) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such sixty (60) days mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

D. Estoppel Certificate. From time to time and upon ten (10) days' notice, Tenant agrees to execute and deliver, and shall cause any guarantor of this Lease to execute and deliver a written acceptance/estoppel certificate confirming that Tenant has accepted the Premises and such other facts relative to this Lease as Landlord or any mortgagee of the Building may request to be confirmed. If Tenant fails to execute such certificate, Tenant hereby appoints Landlord as its attorney-in-fact, irrevocably, to execute and deliver such certificate for Tenant.

13. Casualty:

A. Lease Continues. In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 5.C of this Lease, so as to become partially or totally untenable, then the damage to the Premises shall be promptly repaired, unless Landlord or Tenant shall elect not to rebuild or repair as hereinafter set forth, and Rent and other charges shall be

D. If a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;

E. If Tenant vacates the Premises and permits the same to remain unoccupied and unattended or substantially ceases to carry on its normal activities in the Premises;

F. If any part or all of Tenant's ownership or membership interests representing effective voting control of Tenant shall be transferred so as to result in a change in the present effective voting control of Tenant and such change is not consented to in writing by Landlord;

G. If Tenant shall fail to perform or observe any terms and conditions of this Lease, and such failure shall continue for twenty (20) days after written notice from Landlord (except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said twenty (20) day period and diligently pursues such cure);

H. If Tenant shall be given three (3) notices of Default during any twelve (12) month period notwithstanding any subsequent cure of the Default identified in such notices; or

I. If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Premises.

16. Landlord's Remedies: Should a Default occur under this Lease, Landlord may pursue any or all of the following remedies, provided Tenant is informed via written notice of Landlord's intentions and allowed a five (5) business day grace period, from receipt of notice, to cure default; provided, however, that Landlord shall not be required to provide such notice if Tenant has not paid Rent for two (2) months or more:

A. Landlord shall have the right (i) to declare all Rent and other payments for the entire unexpired Term of this Lease at once due and payable and if not paid forthwith upon Landlord's demand then to resort to legal process for collection of all accelerated payments due under this Lease; or (ii) to terminate this Lease and resort to legal process for collection of damages and/or eviction; or (iii) reenter 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 at the cost and expense of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

B. Landlord may terminate this Lease by giving five (5) days' written notice of such termination to Tenant, whereupon this Lease shall automatically terminate and Tenant shall be immediately obligated to vacate the Premises as if the Term had expired. Any other notice to vacate or notice of Landlord's intention to reenter the Premises is hereby expressly waived. If Landlord elects to terminate the Lease as provided herein, every obligation contained in this Lease on the part of the Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all Rent and other sums due and accrued up to the time of termination or recovery of possession by Landlord, whichever is later.

C. Upon termination of this Lease pursuant to this Section 16, Landlord may proceed to recover possession of the Premises under and by virtue of the provisions of the laws of the jurisdiction in which the property is located, or by such other proceedings, including re-entry and possession, as may be

applicable.

D. Should this Lease be terminated before the expiration of the Term of this Lease by reason of Tenant's Default, or if Tenant shall abandon or vacate the Premises before the expiration or termination of the Term of this Lease without having paid the full Rent for the remainder of the Term, Landlord shall have the option to relet the Premises for such rent and upon such terms as are reasonable under the circumstances and if the Rent reserved under the Lease (and any of the costs, expenses or damages indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the Premises in good rentable condition. Landlord may make such alterations, repairs or replacements in the Premises as Landlord, in its sole judgment, considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

E. If Tenant fails to pay any Rent pursuant to the terms of this Lease, when each such payment is due, for two (2) consecutive months, or three (3) times in any period of twelve (12) months, then Landlord may, by giving written notice to Tenant, exercise any of the following options as a condition of Tenant's curing such Default: (i) declare the Rent reserved under this Lease for the next six (6) months (or at Landlord's option for a lesser period) to be due and payable within ten (10) days of such notice; or (ii) require an additional security deposit to be paid to Landlord within ten (10) days of such notice, in an amount not to exceed six (6) months' Rent.

F. Any damage or loss of Rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option in a single proceeding deferred until the expiration of the Term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term) or in a single proceeding prior to either the time of reletting or the expiration of the Term of this Lease.

G. Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term of this Lease. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. 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 for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or other use.

H. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by the Landlord.

I. If Tenant shall be in Default hereunder, Landlord shall have the option, upon ten (10) days' written notice to Tenant, to cure said Default for the account of and at the sole cost and expense of

attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Landlord or Landlord Party shall not settle any claims for which indemnity is sought hereunder without Tenant's reasonable consent. The provisions of this Section 19.B. shall survive the termination of this Lease.

20. Force Majeure: If Landlord or Tenant is delayed from performing any of their respective obligations during the Term of this Lease because of acts of God or other cause beyond their reasonable control, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Section shall not apply to any obligation of Landlord or Tenant that can be satisfied by the payment of money.

21. End of Term:

A. Return of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good order and broom clean, normal wear and tear, casualty and acts of God excepted. Subject to the other terms of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all property of Tenant, including Tenant's signage, all alterations to the Premises not wanted by Landlord and repair damage caused by such removal and return the Premises and the exterior of the Premises where Tenant's signage was affixed thereto to the condition in which they were prior to the installation. Upon the expiration or earlier termination of this Lease, Tenant shall execute and acknowledge a confirmation of termination of the Lease in recordable form, in favor of the Landlord and within ten (10) days after written notice and demand therefor by Landlord.

B. Holding Over. If Tenant shall hold possession of the Premises after the expiration or termination of this Lease without the written consent of Landlord, then at Landlord's option: (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at 125% the Rent in effect during the last year of the Term immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease; or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over. No payment by Tenant, or receipt by Landlord, of a lesser amount than that stated herein shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of Rent or any other amounts owed to Landlord be deemed to effect an accord and satisfaction, and Landlord may accept such check or payments without prejudice to Landlord's rights to recover the balance of the Rent or other amount owed or to pursue any other remedy provided in this Lease. Tenant shall be liable to Landlord for all damages incurred by Landlord as a result of Tenant remaining in possession of the Premises without Landlord's consent after the end of the Term.

22. Covenant of Quiet Enjoyment: Landlord covenants that if and so long as Tenant pays the Rent and all other charges provided for herein and performs all of its obligations under this Lease, Tenant shall at all times during the Term hereof peaceably have, hold and enjoy the Premises, without any interruption or disturbance from Landlord or anyone claiming through or under Landlord, subject to the terms hereof.

23. Miscellaneous:

A. Entire Agreement. This Lease and the exhibits attached hereto contain the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, between them other than as herein set forth.

B. Notices. No notice or other communications given under this Lease shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or sent by a nationally recognized overnight courierservice which provides proof of delivery, addressed to the parties at the Address for Notices set forth in this Section 23. The date of service of any notice given by mail or courier service shall be the date on which such notice is deposited in the United States mail or courier service. The address of either party may be changed at any time by notice so given.

Addresses for Notices:

To Landlord:
Fiorina Chianelli
c/o Fontana Management Company
5440 Centre Avenue, Suite 200
Pittsburgh, PA 15232

To Tenant:
Pizza Palermo
5440 Centre Avenue
Pittsburgh, PA 15232

With a copy to:

Caputo Law Office
Buhl Building, 5th Floor
204 Fifth Avenue
Pittsburgh, PA 15222
Attn: Charles L. Caputo

C. Governing Law. It is the intent of the parties hereto that all questions with respect to the construction of the Lease and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

D. Binding Effect. This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. In the event more than one party signs this Lease as Tenant, the obligations of such individuals shall be joint and several.

E. Liability of Landlord. There shall be no personal liability on Landlord, Landlord's beneficiaries or any successor in interest with respect to any provisions of this Lease. Tenants shall look solely to the equity of the then owner of the Premises for the satisfaction of any remedies of Tenant in the event of a claim against Landlord or breach by Landlord of any of its obligations hereunder.

F. Brokers. Tenant and Landlord warrant and represent that there was no broker or agent instrumental in consummating this Lease. Tenant and Landlord agree to indemnify and hold each other harmless against any claims for brokerage or other commissions arising by reason of a breach of this representation and warranty.

G. Landlord Assignment. Landlord shall have the right to freely assign this Lease without notice to or consent of Tenant.

H. Recording. This Lease shall not be recorded by either Landlord or Tenant.

I. Interpretation. In no event shall Landlord and Tenant be considered partners or joint venturers by virtue of the relationship described in this Lease.

J. Waiver of Redemption. Tenant hereby expressly waives for itself and all persons claiming by or through it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

K. Waiver of Jury Trial. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

L. Validity. If any 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 provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

M. Limitation. No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

N. No Strict Construction. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease.

O. Definition of Day. Unless otherwise specifically provided hereunder, all references to "day" or "days" in this Lease shall mean calendar day(s).

P. Counterparts; Electronic Signatures. This Lease may be executed in counterparts, all of which when taken together shall constitute one complete document. Delivery of an executed counterpart of a signature page of this Lease by facsimile or email shall be effective as delivery of a manually executed counterpart of Lease.

Q. Confession of Judgment.

MONEY JUDGMENT. FOR VALUE RECEIVED AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER WHICH CONTINUES BEYOND ANY APPLICABLE CURE PERIOD DESCRIBED HEREIN, TENANT DOES HEREBY EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR TENANT AND WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT AGAINST TENANT AND IN FAVOR OF LANDLORD, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, IN THE COMMONWEALTH OF PENNSYLVANIA, FOR THE SUM DUE BY REASON OF SAID DEFAULT IN THE PAYMENT OF RENT AND OTHER SUMS, INCLUDING ADDITIONAL RENT AND PERCENTAGE RENT AND FOR THE SUM DUE BY REASON OF ANY BREACH OF ANY COVENANT OR CONDITION BROKEN BY TENANT, WITH COSTS OF SUIT AND ATTORNEYS' COMMISSION OF FIFTEEN (15%) PERCENT FOR COLLECTION, AND FORTHWITH ISSUE A WRIT OR WRITS OF EXECUTION THEREON WITH RELEASE OF ALL ERRORS AND WITHOUT STAY OF EXECUTION.

JUDGMENT IN EJECTMENT. FOR VALUE RECEIVED AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER WHICH CONTINUES BEYOND ANY APPLICABLE CURE PERIOD DESCRIBED HEREIN, OR UPON TERMINATION OF THE LEASE TERM AND THE FAILURE OF TENANT TO DELIVER POSSESSION TO LANDLORD, TENANT, FURTHER, AT THE OPTION OF LANDLORD, 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 TENANT AND ANY OTHER PERSON CLAIMING UNDER, BY, OR THROUGH TENANT, AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND SUCH OTHER PERSONS AND IN FAVOR OF LANDLORD, IN AN AMICABLE ACTION OF EJECTMENT FOR THE LEASED PREMISES, FILED IN THE COMMONWEALTH OF PENNSYLVANIA, WITH RELEASE OF ALL ERRORS. LANDLORD MAY FORTHWITH ISSUE A WRIT OR WRITS OF EXECUTION FOR POSSESSION OF THE LEASED PREMISES AND AT LANDLORD'S OPTION, FOR THE AMOUNT OF ANY JUDGMENT, AND ALL COSTS, WITHOUT LEAVE OF COURT, AND LANDLORD MAY, BY LEGAL PROCESS, WITHOUT NOTICE, RE-ENTER AND EXPEL TENANT FROM THE LEASED PREMISES, AND ALSO ANY PERSONS HOLDING UNDER TENANT, AND IN EACH CASE, THIS LEASE OR A TRUE COPY THEREOF SHALL BE SUFFICIENT WARRANT OF ANY PERSON.

Landlord shall provide Tenant with written notice at least five (5) days prior of commencing with any action related to "Confession of Judgement."

Landlord Initials: _____

Tenant Initials: _____

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound hereby, Landlord and Tenant have executed this Lease, to be effective as of the date first above written.

Landlord:

Florina Chinelli
Florina Chinelli

Tenant:

VIRK YILMAZ, LLC, a
Pennsylvania limited liability
company, d/b/s PIZZA
PALERMO

By: Sahin Yilmaz
Title: Member

Exhibit A
INVOICE FOR 2019 CPI PERCENTAGE INCREASES, TAXES, CAM CHARGES AND INSURANCE

Fiorina Chianelli
 5440 Centre Avenue
 Pittsburgh, PA 15232

Salim
 Pizza Palermo
 5440 Centre Avenue
 Pittsburgh, PA 15232

	2015	2019	Increase	Total
CPI:	12/2015	12/2019		
	\$236.525	\$256.974	8.65% x \$3,375.00 (@ \$291.94/month)	\$3,503.28

Taxes, CAM & Insurance:

	2009	2019	Increase	Pro-Rata (6.91%)
Accounting	\$6,000.00	\$7,200.00	\$1,200.00 x 6.91%	\$82.92
Taxes	\$19,637.38	\$33,710.00	\$14,072.62 x 6.91%	\$972.42
Insurance	*Previously not charged in error.	\$5,618.00	\$5,618.00 x 6.91%	\$388.20
Snow/Ice	\$1,000.00	\$4,855.00	\$3,855.00 x 6.91%	\$266.38
Cameras,/Sec	\$4,649.00	\$9,683.68	\$5,034.68 x 6.91%	\$347.90
Big's Hauling		\$900.00	\$75.00 x 12 months	\$900.00
Admin. Fee 15%:				<u>\$767.96</u>
			Total Taxes, CAM & Insurance:	\$3,725.78

Total CPI and Taxes, CAM & Insurance Charges:	\$7,229.06
Credit For Amounts Paid	<u>(\$1,743.00)</u>
Total Amount Due:	\$5,486.06

Exhibit B
FLOOR PLAN OF LEASED PREMISES

**Pennsylvania State Police PATCH
Invoice for Criminal Record Check**

Generated on 11/23/2020 12:26 PM

Control #R24449014

Requested By

Holly Guna
204 Fifth Avenue 5th Floor
Pittsburgh, PA 15222

Subject

Subject Name: Vaid, Salim	Status: No Record
Race: Unknown	Request Date: 11/23/2020 12:01 PM
Sex: M	Last Update Date: 11/23/2020 12:24 PM
Date of Birth: 10/08/1985	
Alias/Maiden Name:	

Billing Information

Invoice #: R24449014	Authorization Code: 08576D
Fee: \$22.00	Transaction ID: 5994701942
Payment Method: Credit Card	

**Pennsylvania State Police PATCH
Invoice for Criminal Record Check**

Generated on 11/23/2020 12:25 PM

Control #R24449015

Requested By

Holly Guna
204 Fifth Avenue 5th Floor
Pittsburgh, PA 15222

Subject

Subject Name: Virk,Nancy	Status: No Record
Race: Unknown	Request Date: 11/23/2020 12:21 PM
Sex: F	Last Update Date: 11/23/2020 12:24 PM
Date of Birth: 07/06/1974	
Alias/Maiden Name:	

Billing Information

Invoice #: R24449015	Authorization Code: 08576D
Fee: \$22.00	Transaction ID: 5994701942
Payment Method: Credit Card	