

KIMBERLY CLARK-BASKIN, CMC  
CITY CLERK



ASHLEY ROBINSON  
ASSISTANT CITY CLERK

CITY OF PITTSBURGH  
**OFFICE OF THE CITY CLERK**  
CITY-COUNTY BUILDING

**MEMORANDUM**

**TO: PITTSBURGH CITY LAW DEPARTMENT  
COMMANDER MARTIN DEVINE  
ALLISON HARNDEN, NIGHTTIME ECONOMY COORDINATOR**

**FROM: KIMBERLY CLARK-BASKIN, CITY CLERK**

**DATE: SEPTEMBER 22, 2023**

**SUBJECT: INTER-MUNICIPAL TRANSFER OF LIQUOR LICENSE**

Attached please find an application requesting an inter-municipal transfer of a liquor license for El Paso Mexican Grill Bethel Park, LLC, located at 564 Forbes Avenue, Pittsburgh, PA 15219.

The above transfer was received in the City Clerk's Office on Friday, September 22, 2023, and will be introduced on Tuesday, September 26, 2023. The application meets the requirements set forth in Resolution 304 of 2002 and is in accordance with the Rules of Council.

Thank you for your attention.

# CAPUTO LAW OFFICE

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

September 19, 2023

REC'D CLERK'S OFFICE  
2023 SEP 22 AM 10:55

VIA EMAIL: [kim.clark-baskin@pittsburghpa.gov](mailto:kim.clark-baskin@pittsburghpa.gov)

Kimberly D. Clark-Baskin, CMC  
City Clerk  
City of Pittsburgh  
510 City County Building  
414 Grant Street  
Pittsburgh, PA 15219

RE: El Paso Mexican Grill Bethel Park, LLC  
1778-1780 North Highland Road  
Pittsburgh, PA 15241  
inter-municipal transfer of  
PLCB license: R-13100

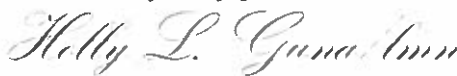
Dear Ms. Clark Baskin:

I enclose an Application for Inter-municipal Liquor License Transfer for the above applicant, who is seeking an inter-municipal transfer of Restaurant Liquor License R-13100 from 1778-1780 North Highland Park, Pittsburgh, PA 15241 to 564 Forbes Avenue, Pittsburgh, PA 15219.

Please notify our office, at your earliest convenience, of the date and time of the hearing to consider the transfer of this license into the City of Pittsburgh. Please also provide us with copies of all communications between the City and our client. If you will forward the required Notice of Hearing to our office, we will assure that the same is properly posted on the property.

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

Very truly yours,

/s/   
Holly L. Guna

HLG/lmn  
Attachments

**APPLICATION FOR INTERMUNICIPAL LIQUOR LICENSE TRANSFER**

REC'D CLERK OF COURSE  
2023 SEP 22 AM 11:57

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

1. License Number: R-13100

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

El Paso Mexican Grill Bethel Park, LLC

1778-1780 North Highland Road

Pittsburgh, PA 15241

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

Jose Solis Garcia

24 Madora Road

Morgantown, West Virginia 26505

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):

Not applicable as the applicant already owns this liquor license.

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

The applicant already owns this liquor license. They are moving their business location to within the City of Pittsburgh.

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

El Paso Mexican Grill

564 Forbes Avenue

Pittsburgh, PA 15219

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

Mexican Restaurant

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 with a five (5) year extension option

(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:

Property is already zoned commercial

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

Applicant does not have a business plan as this is not a new business venture. This restaurant was in operation for years in Bethel Park. The applicant is moving their business to within the City of Pittsburgh.

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

Attached

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

El Paso Mexican Grill – Blairsville, PA  
1942 Tacos & Tequila – Rochester, PA  
Don Patron – California, PA  
1942 Tacos & Tequila – Ligonier, PA  
Los Mariachis – Moon Township, PA

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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

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

None

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

None

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

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

VERIFICATION

I, Jose Solis Garcia, 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: 9/3/24

Jose Solis Garcia

**LEASE**

**THIS LEASE** is made and entered into this 26th day of July, 2023 by and between CIG-564 FORBES, LLC, a Delaware limited liability company ("Landlord") and EL PASO MEXICAN GRILL BETHEL PARK, LLC, a Pennsylvania limited liability company ("Tenant").

**ARTICLE I. GENERAL TERMS**

**Section 1.01 Fundamental Lease Provisions.** The following Fundamental Lease Provisions are intended to highlight certain provisions of this Lease, and therefore if there is any conflict between any Fundamental Lease Provision and any other provision of this Lease, the specific provision contained in the other Article of this Lease or any Rider hereto shall control over any Fundamental Lease Provision:

- a. **Landlord Notice Address:** CIG-564 Forbes, LLC  
c/o Crescent Investment Group  
8400 Normandale Lake Blvd., Suite 920,  
Bloomington, MN 55437  
Attn: Tyler Duncan
- With a copy to:** Jones Lang LaSalle Americas, Inc.  
601 Grant Street, 3rd Floor  
Pittsburgh, PA 15219  
Attn: Diane M. Galterio, RPA
- b. **Tenant:** El Paso Mexican Grill Bethel Park, LLC  
**Tenant's Notice Address:** 1137 Van Voorhis Rd., Suite 7  
Morgantown, WV 26505
- c. **Tenant's Trade Name:** El Paso Mexican Grill
- d. **Guarantor:** Jose Garcia ("Guarantor")
- e. **Permitted Use:** A full-service restaurant selling Mexican food for on-premises and off-premises consumption, including on-premises consumption of alcoholic beverages
- f. **Lease Term:** Sixty (60) Months
1. **Lease Commencement Date:** See Section 1.03 hereof
2. **Lease Expiration Date:** The last day of the sixtieth (60<sup>th</sup>) full calendar month after the Rent Commencement Date

3. Rent Commencement Date: Ninety (90) days after the Lease Commencement Date

4. Extension Option: One (1) five (5) year extension option

g. Brokers: CBRE, Inc. (representing Landlord)  
Black Diamond Realty LLC (representing Tenant)

**h. Fixed Minimum Rent:**

1. Lease Term

LEASE PERIOD	PREMISES	\$ PER RENTABLE SQ FT	MONTHLY INSTALLMENT	ANNUAL RENT AMOUNT
Year 1*	2,500 rsf	\$32.00	\$6,666.67	\$80,000.00
Year 2	2,500 rsf	\$32.64	\$6,800.00	\$81,600.00
Year 3	2,500 rsf	\$33.29	\$6,935.42	\$83,225.00
Year 4	2,500 rsf	\$33.96	\$7,075.00	\$84,900.00
Year 5	2,500 rsf	\$34.64	\$7,216.67	\$86,600.00

\*Subject to the Rent Abatement Period described in Section 2.03 hereof.

2. Extension Term

LEASE PERIOD	PREMISES	\$ PER RENTABLE SQ FT	MONTHLY INSTALLMENT	ANNUAL RENT AMOUNT
Year 6	2,500 RSF	\$35.68	\$7,433.33	\$89,200.00
Year 7	2,500 RSF	\$36.75	\$7,656.25	\$91,875.00
Year 8	2,500 RSF	\$37.85	\$7,885.42	\$94,625.00
Year 9	2,500 RSF	\$38.99	\$8,122.92	\$97,475.00
Year 10	2,500 RSF	\$40.16	\$8,366.67	\$100,400.00

i. Leased Premises: 564 Forbes Avenue  
Pittsburgh, PA 15219

j. Rentable Area: 2,500 rentable square feet (RSF) Plaza Level

k. Tenant's Pro Rata Share: 2.29% (total Building RSF = 109,302 RSF)

l. Security Deposit: Two (2) months' rent (\$13,333.34)



- m. **Escalation:** Tax and Operating Expense Charges
- n. **Intentionally deleted**
- o. **Late Charge:** Should Tenant not pay any sum of Rent by the fifth (5<sup>th</sup>) of the month, a five-percent (5%) charge shall apply to the outstanding amount.
- p. **Tenant Improvements:** Landlord, at its sole cost and expense, and using building standard materials, shall perform the following work:
- Remove the previous tenant's trade fixtures.
  - Ensure that the heating, ventilation and air conditioning (HVAC) and mechanical systems serving the Leased Premises are in good working order.

**Section 1.02 Leased Premises.** Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord the Leased Premises described in Section 1.01(i) space located in the Plaza Area (as set forth on Exhibit A) in the Manor Building having a street address at 564 Forbes Avenue, Pittsburgh, Pennsylvania 15219 (the "Building") containing the deemed amount of Rentable Area described in Section 1.01(j), said Building being constructed on a parcel of land having an Allegheny County Parcel ID No. of 2-K-173 (the "Land"). A floor plan outlining the Leased Premises and the Plaza Area is set forth on Exhibit A attached hereto and made part hereof. No other property right, easement, license or right of way shall be acquired by Tenant unless specifically set forth herein.

**Section 1.03 Lease Term.** The initial term of this Lease shall commence on the date which is the date Tenant has obtained a certificate of occupancy ("CO") from the City of Pittsburgh and opened for business (such date, "Commencement Date"). In no event shall the Commencement Date occur at a time when Tenant is unable to obtain a CO, and/or other required governmental approvals related to Tenant's occupancy of the Premises for causes outside Tenant's reasonable control, including but not limited to reasons within Landlord's control. The term "Delivery Date" means the date Landlord has delivered possession of the Leased Premises to Tenant with the Tenant Improvements (as defined in Section 1.01(P) hereof) Substantially Complete. Except with respect to Landlord's Substantial Completion of the Tenant Improvements, Tenant hereby accepts the Premises in "as is" "where is" condition, without any representation or warranty regarding the condition thereof. The term "Substantially Complete" means that the Tenant Improvements are complete subject only to completion of minor details of minor mechanical adjustment or cosmetic items that will not materially interfere with Tenant's use of the Leased Premises. Tenant shall promptly apply for, and diligently pursue, the CO. If the Delivery Date does not occur within thirty (30) days after the Lease Date, Tenant shall be entitled to a one (1) day credit of Fixed Rent for each day beyond such thirtieth (30th) day that Landlord fails to deliver the Premises to Tenant

with Landlord's Work Substantially Complete. If the Delivery Date does not occur by the sixtieth (60th) day after the Lease Date, Tenant shall have the option to terminate this Lease by giving Landlord written notice of termination, in which case this Lease shall terminate and neither party shall thereafter have any further obligations hereunder, except for those provisions that expressly survive the expiration or termination of this Lease. The term of this Lease and all of Tenant's rights hereunder shall terminate on the Lease Expiration Date described in Section 1.01(f)(2) unless otherwise provided herein or by the subsequent written agreement of the parties. Tenant shall have the option to extend the Lease Term for one (1) additional five (5) year period (the "Extension Term"), provided that Tenant provides Landlord with written notice of its election to extend at least ninety (90) days prior to the expiration of the Lease Term. In the event that the Lease Term is extended or renewed, as provided or permitted herein, the "Term" shall include the Lease Term and the Extension Term. Upon determination of the Commencement Date, Landlord and Tenant shall execute and deliver a Commencement Certificate in the form attached as Exhibit B hereto.

**Section 1.04 Payments.** All payments of Rent hereunder shall be in cash or bank check, certified check, ACH, or by wire transfer of same day federal funds to the order of Landlord or such person or account designated by Landlord; provided however if any such payments (or any other payments hereunder) are permitted by Landlord to be made by personal or uncertified check they shall be delivered to Landlord for deposit at least three (3) business days prior to the due date thereof. In the event any check is dishonored or returned due to insufficient funds (i) such check shall be replaced within two (2) business days after telephonic notice from Landlord and (ii) Tenant shall pay to Landlord a service charge equal to \$50.00 plus all fees and charges made by Landlord's bank attributable to such returned or dishonored check, together with all late charges and interest if such good funds are not received by Landlord before the date such interest or penalties become due.

**Section 1.05 Security Deposit.** Tenant shall, upon execution of this Lease, deposit with Landlord the Security Deposit described in Section 1.01(1). The Security Deposit shall be held by Landlord, without interest, as security for Tenant's faithful performance of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If any Rent, or any other sum payable by Tenant to Landlord hereunder shall be past due and unpaid, or in the event of the failure of Tenant to perform any of the other terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option and in addition to any and all other remedies available to Landlord, may appropriate and apply the Security Deposit for damage sustained or suffered by Landlord as a direct result of such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be so appropriated and applied by Landlord, then Tenant shall, upon Landlord's written request remit to Landlord within ten (10) days of Tenant's receipt thereof sufficient funds to restore the Security Deposit to the original sum deposited, as hereinabove provided; and Tenant's failure to do so within such period shall constitute a breach of this Lease. Provided that Tenant has not breached any covenant, term or conditions of this Lease, the Security Deposit shall be refunded in full to Tenant upon the termination of this Lease. Upon Landlord's delivery of the Security Deposit to any successor to Landlord's interest in the Building, Landlord's successor and not Landlord shall be responsible for Landlord's obligations under this

Section and Landlord shall thereafter be discharged from any further liability with respect to the Security Deposit.

**Section 1.06 Holdover.** If Tenant shall be in possession of the Leased Premises after the ending date of the Term, with the consent of Landlord but without any agreement in writing extending the Term, the occupancy shall be deemed to be a tenancy from month-to-month, pursuant to all of other the terms and provisions of this Lease terminable by either party upon thirty (30) days prior written notice; provided however, that the monthly Fixed Minimum Rent in Section 1.01(h) shall be increased to an amount equal to one-sixth (1/6) of the total of the aggregate Fixed Minimum Rent which was due by Tenant under this Lease during the last twelve (12) calendar months of the Lease Term. In addition, if Tenant holds over without the prior written consent of Landlord, 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.

**Section 1.07 Guaranty.** In order to induce Landlord to enter into this Lease, Guarantor as defined in Section 1.01(d) will execute a Guaranty in the form attached hereto as Exhibit C.

## **ARTICLE II. RENT; UTILITIES**

**Section 2.01 Fixed Minimum Rent.** Tenant shall pay Landlord the Fixed Minimum Rent described in Section 1.01(h) during the Lease Term and any Extension Term as minimum rental for the Leased Premises hereunder. The Fixed Minimum Rent shall be payable monthly in advance beginning on the Rent Commencement Date in equal monthly installments on the first (1st) day of each and every month thereafter. All payments of Fixed Minimum Rent and any and all other costs, charges and expenses, payable to Landlord hereunder shall be deemed Additional Rent, shall be made without set-off, counterclaim or other deduction to Landlord or its assigns may, in writing, direct. Until Tenant receives notice from Landlord revoking or changing such direction, Landlord directs that all payments due hereunder be made to Landlord's Agent, to their address set forth in Section 1.01(a) hereof.

**Section 2.02 Additional Rent.** Tenant shall pay Landlord the Tax Charge described in Section 3.01, the Operating Expense Charge described in Section 3.02 and all the other fees, charges and reimbursements (including any interest thereon the Lease Rate hereinafter defined in Section 10.22 as additional rent hereunder (the "Additional Rent"). The term "Rent" as used in this Lease shall include Fixed Minimum Rent and Additional Rent.

**Section 2.03 Rent Abatement.** As long as Tenant has duly kept and performed all terms and conditions on Tenant's part under this Lease, for the "Abatement Period" (as defined below) Tenant may occupy the Premises without the obligation to pay Fixed Minimum Rent; provided, however, that all other terms and conditions of this Lease will be in full force and effect throughout the Abatement Period. Upon expiration of the Abatement Period, Tenant's obligation to pay monthly installments of Fixed Minimum Rent will begin. If the obligation does not begin on the first day

of a month, the applicable installments due for the month in which the obligation begins will be prorated on a per diem basis. Notwithstanding anything herein, in the event of a default under this Lease on Tenant's part during the Abatement Period, Tenant's right to the abatement will immediately and without notice cease and expire and Tenant will repay to Landlord all sums previously abated; such repayment obligation will also apply if a default under this Lease occurs. Landlord and Tenant agree that no portion of the sums paid by Tenant to Landlord subsequent to the Abatement Period will be allocated by either party to the Abatement Period, and the parties do not intend that any of such sums be allocable to the Abatement Period.

The "Abatement Period" means the first three (3) months of the Lease Term.

Fixed Minimum Rent for the fourth (4<sup>th</sup>) month of the Lease Term shall be paid on the date that Tenant executes this Lease.

**Section 2.04 Utilities.** Tenant shall be solely responsible for making application for, obtaining, and timely paying for all utilities servicing the Premises. Tenant shall make payment directly to the utility company providing the service and in no event shall Landlord ever be liable to any suppliers of any such utilities for services contracted for or used by Tenant in connection with the Leased Premises. Tenant's use of electric, water and gas service shall be measured by separate meters. Tenant shall not install any equipment which will exceed or overload the capacity of any existing utility facilities. If any equipment installed by Tenant shall require additional utility facilities, such facilities shall be installed at Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall not be liable for any interruption or curtailment in any such utility services.

### **ARTICLE III. TAXES; OPERATING EXPENSES**

**Section 3.01 Tax Charge.** Tenant shall pay to Landlord as Additional Rent under this Lease, Tenant's Pro Rata Share (as defined in Section 1.01(1) hereof) of Taxes (as hereinafter defined) (the "Tax Charge"). Tenant's Tax Charge shall be payable in full within fifteen (15) days after notice thereof is given to Tenant which notice shall contain an explanation of the calculation thereof after the first Tax Charge is billed, Landlord may (but shall not be obligated to) estimate the Tax Charge which will be due in subsequent years and may bill Tenant one-twelfth of Landlord's reasonable estimate of such future Tax Charge, subject to annual adjustment in accordance with this Article.

**Section 3.02 Operating Expense Charge.** Tenant shall pay to Landlord as Additional Rent hereunder, Tenant's Pro Rata Share (as defined in Section 1.01(1) hereof) of Landlord's Operating Expenses (as hereinafter defined) (the "Operating Expense Charge"). Tenant's Operating Expense Charge shall be payable in full within fifteen (15) days after notice thereof is given to Tenant which notice shall contain an explanation of the calculation thereof. After the first Operating Expense Charge is billed, Landlord may (but shall not be obligated to) estimate the Operating Expense

Charge which will be due in subsequent years and may bill Tenant one-twelfth of Landlord's reasonable estimate of such future Operating Expense Charge, subject to annual adjustment in accordance with this Article.

**Section 3.03 Annual Adjustment.** As soon as is practicable following the end of each calendar year, Landlord shall determine the actual Landlord's Operating Expenses and Taxes allocable to the Building. If the total payments made by Tenant to Landlord on account of the estimated amount of Tenant's Pro Rata Share of Landlord's Operating Expenses or Taxes during any Lease Year shall exceed the actual amount of Tenant's Pro Rata Share of Landlord's Operating Expenses or Taxes paid or incurred by Landlord, such excess shall be credited by Landlord against the next succeeding installment(s) of Additional Rent payable by Tenant. If, however, said payments made by Tenant were not sufficient to pay Tenant's Pro Rata Share of the actual Landlord's Operating Expenses for the applicable Lease Year, then Tenant agrees to pay to Landlord the amount necessary to make up the deficiency within fifteen (15) days after notice of such deficiency.

**Section 3.04 Additional Impositions.** Tenant shall also pay to Landlord upon demand, as Additional Rent, any occupancy tax or rent tax not now in effect or hereafter enacted, if payable by Landlord in the first instance or hereafter required to be paid by Landlord that is solely attributable to Tenant's occupancy of the Leased Premises or the Building.

**Section 3.05 Definitions.**

"Taxes" shall mean (i) all real estate taxes and assessments (special or otherwise), and any other governmental imposition or charge of a similar or dissimilar nature, which may be assessed, levied or imposed upon all or any part of the Condominium unit which constitutes the Building and/or Land, whether or not the same constitute one or more tax lots, and (ii) a tax assessment, levy, imposition or charge measured by or based in whole or in part upon the Leased Premises and imposed on Landlord, or (iii) any other tax, assessment, levy, imposition, charge or licensing fee, however described or imposed. All such taxes, assessments, levies impositions, charges, or fees, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof. The term "Taxes" shall not include Landlord's general income taxes, franchise, corporation, capital levy, capital stock, succession, inheritance, estate or gift taxes, or any taxes levied on the purchaser or seller of any interest in all or any portion of the Building and/or Land, or taxes levied upon any transfer or sale of all or any portion of the Building and/or Land.

"Tax Year" shall mean the twelve (12) month period commencing January 1, of each year, or such other period of twelve (12) months as may be duly adopted as the fiscal year for real estate tax purposes in Allegheny County, the City of Pittsburgh, or by the School District of Pittsburgh.

"Tenant's Pro Rata Tax Share" shall mean the percentage set forth in Section 1.01(k) which percentage has been computed on the basis of a fraction, the numerator of which is the agreed Rentable Area of the Leased Premises as set forth in Section 1.01(j), and the denominator of which is the rentable square foot area of the Building as the same may increase or decrease from time to

time. In the event of a physical change in the Rentable Area of the Leased Premises and/or in the Building, the Rentable Area described in Section 1.01(j) shall be adjusted accordingly. The parties agree that the Rentable Area of the Leased Premises shall be the square feet set forth in Section 1.01(j) and that the agreed rentable square foot area of the Building shall be deemed to be 109,302 square feet as of the Commencement Date.

"Landlord's Operating Expenses" shall be all of the expenses, charges, and other costs attributable to or in any way connected with or allocated to the operation, maintenance or repair of the Building or the allocable share of the common areas, the cost of security, insurance, heating, cooling, providing water, fuel, gas, telephone, and other utility expenses of the Building, weekday janitorial service for the Building, trash removal, and the cost and expense of operating and maintaining the common areas and common facilities and Building systems and services which may be provided whether or not located on land within the Building in a manner deemed by Landlord to be reasonable and appropriate and for the best interests of the Building; including, without limitation; any increase in Landlord's Condominium maintenance charges for the Building, all costs related to the use of natural gas, electricity, water, sewage, and all other utilities inside the Building, legal, accounting and other professional fees and disbursements incurred in connection with the operation and management of the Building (but not including legal fees and disbursements incurred in connection with disputes with tenants of the Building), all costs and expense of operating, repairing, lighting, cleaning, painting, striping, policing and providing security (including cost of uniforms, equipment, and all employment taxes); operation maintenance, repairs and replacements of signs, displays and decorations; removal of snow, ice, and debris; regulation of traffic; inspections and depreciation of machinery and equipment used in the operation and maintenance of the common areas, common facilities, Building systems and services, the reasonable fees for management of the Building (but excluding any leasing commissions) any personal property taxes and other charges incurred in connection with such equipment; the repair and replacement of paving, curbs, walkways, landscaping, drainage, pipes, ducts, conduits and similar items, and lighting facilities; planting, replanting and replacing flowers, shrubbery and planters; rental of music program services and loudspeaker systems, including furnishing electricity therefor; and administrative costs related to the operation and maintenance of the Building and the salaries and other payroll expenses of all on-site personnel.

**Section 3.06 Annual Statements.** As soon as is practicable following the expiration of each calendar year, Landlord shall submit to Tenant a statement ("Landlord's Operating Statement"), setting forth the amount, if any due to Landlord for Tenant's Tax Charge and/or Tenant's Operating Expense Charge under the provisions of this Article. Landlord's Operating Statement shall be conclusive and binding upon Tenant unless within twenty (20) days after receipt thereof (i) Tenant shall pay the amount shown on such Landlord's Operating Statement, and (ii) simultaneously with such payment, Tenant shall notify Landlord that it disputes the correctness of the Landlord's Operating Statement, specifying the respect in which the Landlord's Operating Statement is claimed to be incorrect. Any such disputed payment shall be without prejudice to Tenant's position. Tenant, by its authorized agents or accountants, after notice and during regular business hours, may inspect Landlord's records for the purpose of verifying the information contained in Landlord's Operating Statements. If the dispute shall be determined in Tenant's favor, the amount of Tenant's overpayment of Additional Rent resulting from compliance with Landlord's Operating

Statement shall be credited by Landlord to Tenant's next payment(s) of Rent. If the dispute shall be determined in the Landlord's favor, Tenant shall reimburse to Landlord, within ten (10) days after the determination of such dispute, and expenses paid or incurred by Landlord in connection with such disputes.

**Section 3.07 Termination Payments.** For the calendar year in which the Term commences or terminates, the provisions of this Article shall apply, but Tenant's liability for Landlord's Operating Expenses for such calendar year falling within the Term shall be prorated based upon the length of occupancy by the Tenant during the calendar year in which the Term commences or terminates.

#### **ARTICLE IV. USE, ASSIGNMENT AND SUB-LETTING**

**Section 4.01 Permitted Use.** Tenant shall use the Leased Premises for the Permitted Use described in Section 1.01(e) and for no other use or purpose. Notwithstanding the foregoing to the contrary, Tenant shall not use or occupy or suffer or permit the use or occupancy of any part of the Leased Premises for the conduct of business in any other manner which in the Landlord's judgment would (i) adversely affect the proper and economical rendition of any service required to be furnished to any Tenant in the Building, (ii) adversely affect the use and enjoyment of any part of the Building by any other tenant, (iii) adversely affect the appearance, character or reputation of the Building as a first-class institutional office building, (iv) make insurance unobtainable at standard rates from any reputable insurance company authorized to do business in Pennsylvania, (v) cause, or be likely to cause, injury or damage to the Building or to any Building equipment on the Leased Premises, (vi) constitute a public or private nuisance, (vii) emit objectionable noise, fumes, vibrations, heat, chilled air, vapors or odors, into or from the Building or the Building equipment, (viii) violate any provision of the Condominium declaration or any other agreement or instrument of record affecting the Leased Premises, the Rules and Regulations of the Condominium, or violate any law, statute, ordinance or government directive or (viii) impair or interfere with any of the Building services provided by Landlord, including the furnishing of electrical energy, or the proper and economical cleaning, heating and ventilating, air-conditioning or other services of the Building. The restrictions imposed by this Paragraph, and the application thereof, shall not be limited or modified by the terms of any other provisions of this Lease. No signs of any kind shall be installed or maintained by Tenant on the interior halls, doors not including the windows thereof, unless Landlord, in the exercise of its absolute discretion, shall give Tenant prior written consent to the installation or maintenance of such sign. Landlord hereby consents to a sign on the door of the Leased Premises and in the building directory, as per building standards.

**Section 4.02 Subletting and Assignment.** Tenant's interest in this Lease may not be assigned, pledged or hypothecated nor may the Leased Premises be sublet in whole or in part without Tenant first obtaining Landlord's prior written consent which shall not be unreasonably withheld. Landlord may impose additional terms and conditions upon any such assignee or sub-lessee.

(A) In the event that Landlord grants its consent to any assignment of the Lease or sublease of all or any portion of the Leased Premises, such sublease or assignment shall not be effective unless

and until: Landlord receives and instrument subscribed and acknowledged by the proposed sub-lessee or assignee, the Tenant and any Guarantor hereof (including any prior Tenant) which provides:

(i) that such assignee or sub-lessee assumes of all the Tenant's covenants under this Lease, (and in the case of a sublease, as they relate to the subleased portion of the Leased Premises except that any sub-lessee shall have no obligation to pay Landlord any minimum annual rental or any other charges, payable as Additional Rent or otherwise under this Lease);

(ii) that the Tenant and any Guarantor hereunder shall agree to remain liable to Landlord for the performance of all the terms, conditions, and covenants of this Lease required to be performed by Tenant hereunder and that the Tenant agrees to indemnify and save harmless the Landlord from any and all suits, actions, damages, charges and expenses, including reasonable attorneys' fees, that Landlord may sustain by reason of the proposed sub-lessee's or assignee's failure to perform any of the terms, conditions, and covenants of this Lease, which it is obligated to perform hereunder, and/or by reason of assignee's or sub-lessee's breach thereof

**Section 4.03 Building Services.** Landlord hereby represents and warrants that water, gas and electric utility service is available to the Premises. Tenant shall have control of HVAC services and domestic water for the Premises.

#### **ARTICLE V. DEFAULT**

**Section 5.01 Default.** (A) If Tenant shall fail: (i) to pay when due any Fixed Minimum Rent or to correct any default with respect to Tenants insurance obligation pursuant to Section hereof within five (5) days after written notice of such default shall have been given to Tenant; or (ii) to pay, when due, any Rent or Additional Rent (other than as specified in (i) above) within ten (10) days after written notice thereof shall have been given to Tenant; or (iii) to keep, observe or perform any of the other terms, covenants and conditions to be kept, observed and performed by Tenant for more than twenty (20) days after written notice shall have been given to Tenant specifying the nature of such other default; or, if such other default so specified is of such a nature that the same cannot be reasonably cured or remedied within said twenty (20) day period, if Tenant shall not in good faith have commenced the curing of such default within such twenty (20) day period and shall not thereafter continuously and diligently proceed within sixty (60) days thereafter to cure such defaults to completion; or (iv) intentionally deleted; or (v) if the Leased Premises become vacant or are deserted, or (vi) if Tenant fails to take possession of the Leased Premises or, after taking possession, fails to commence or complete Tenant's Work or fails to open for business within fifteen (15) days after the Lease Commencement Date; or (vii) if Tenant shall become insolvent or shall enter into an assignment for the benefit of its creditors or file a voluntary petition



in bankruptcy; or (viii) if within thirty (30) days after the filing of an involuntary petition in bankruptcy the same is not vacated, discontinued or terminated; then in any one or more of such events (herein referred to as an "Event of Default"), Landlord shall have the rights and remedies as hereinafter set forth. However, if Tenant shall default (x) in the payment of any Rent, Additional Rent or other sum or charge payable hereunder and any such default shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) months, or (y) in the performance of any other covenant of this Lease more than three (3) times, in total, in any period of twelve (12) months then, notwithstanding that such defaults shall have been cured within the period after notice as above provided, any further similar default shall be deemed to be deliberate and Landlord shall not on any future occasion be obligated to provide Tenant with either written notice of or an opportunity to cure such default.

Landlord may at any time after the occurrence of any Event of Default relet the Leased Premises, or any part or parts thereof, either in the name of Landlord or as agent for Tenant, for a term or terms which may, at Landlord's option, be less than or exceed the period of the remainder of the Term hereof or which otherwise would have constituted the balance of the Term. Landlord shall receive the rents from such reletting and shall apply the same first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second to the payment of such expenses as Landlord may have incurred in connection with reentering, ejecting, removing, dispossessing, reletting, altering, repairing, redecorating, improving, subdividing, or otherwise preparing the Leased Premises for reletting, including brokerage and reasonable attorneys' fees; and Landlord shall apply the balance, if any to the fulfillment of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder and Tenant hereby waives all claims to the surplus, if any. Tenant shall be and hereby agrees to be liable for and to pay Landlord at Landlord's election any deficiency between the Rent, Additional Rent and other charges reserved herein and the net rentals, as aforesaid, of reletting, if any, for each month of the period which otherwise would have constituted the balance of the Term hereof. Tenant hereby agrees to pay such deficiency in monthly installments on the rent days specified in this Lease, and any suit or proceeding brought to collect the deficiency for any month, either during the Term or after any termination thereof, shall not prejudice or preclude in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar suit or proceeding. Landlord shall in no event be liable in any way whatsoever for the failure to relet the Leased Premises or in the event of such reletting, for failure to collect the Rents reserved thereunder. Landlord is hereby authorized and empowered to make such repairs, alterations, decorations, improvements, subdivisions or other preparations for the reletting of the Leased Premises as Landlord shall deem fit, advisable and necessary, without in any way releasing Tenant from any liability under this Lease.

No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease and Tenant hereby specifically waives any law, statute, rule, decree or judgment of any court to the contrary. Notwithstanding any such re-entry without termination, Landlord reserves the right to elect to terminate this Lease for such previous breach.

If an Event of Default shall occur and shall not be cured in the manner as herein provided (unless Tenant is not entitled to an opportunity to cure such default), Landlord and Tenant covenant and agree that Landlord shall immediately have the following rights and remedies: (i) to immediately re-enter the Leased Premises by summary proceedings, if necessary, and to dispossess Tenant and all other occupants thereof and to remove and dispose all property therein or to store such property in a public warehouse or elsewhere or to discard the same as trash, at the cost and for the account of Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may arise out of such action; (ii) to cancel and terminate this Lease upon five (5) days' notice to Tenant stating that this Lease and the term hereof shall expire and terminate on the date specified in such notice, and upon such specified notice, this Lease and all rights of the Tenant under this Lease shall expire and terminate as if that date were the date definitely fixed in this Lease for the termination of the Term; (iii) to cancel and terminate Tenant's right to possession of the Leased Premises only, and in the event of such election, Tenant shall immediately quit and surrender possession of the Leased Premises only but Tenant shall remain liable for damages as hereinafter provided. Landlord shall have the right, at its election, to pursue any and/or all of such rights together with any other right or remedy which may be available to Landlord under any statute or rule of law then in effect.

If an Event of Default shall occur and shall not be cured in the manner as herein provided (unless Tenant is not entitled to an opportunity to cure such default) and if Landlord has not elected to cancel and terminate this Lease as provided in subsection (d)(ii) hereof, then Landlord and Tenant covenant and agree that Landlord shall have the right to specific performance to compel Tenant to open, cure or remedy such breach and/or to recover all damages that Landlord may sustain by reason of such default, including, without limitation, the cost of recovering the Leased Premises, reasonable attorney's fees and court costs. Landlord and Tenant further covenant and agree Landlord's right to recover such damages shall include (i) the recovery of all of the costs and expenses mentioned in subsection (b) of this Section, and (ii) the amount of any unpaid Rent, Additional Rent and other charges reserved under this Lease. Interest at the "Lease Rate" (as hereinafter defined), (iii) service charges and payment administrative fees, and (iv) at Landlord's election; (x) an amount equal to the difference between the Rent, Additional Rent and other charges reserved under this Lease for the period which otherwise would have constituted the balance of the Term of this Lease and the rental value of the Leased Premises at the time of such election, for such period, both discounted at the rate of four percent (4%) per annum to present worth, which amount shall be deemed to be liquidated damages and not a penalty and which amount shall be immediately due and payable by Tenant to Landlord, and if such reletting be accomplished by Landlord within a reasonable time after Landlord's election to proceed with such damage claim, then such rental value of the Leased Premises shall be deemed prima facie to be the fair and reasonable value; or (y) a sum equal to the total amount of the Rent and Additional Rent which would be payable under this Lease if the Lease were still in effect from the date of such Event of Default through the balance of the Term, which amount shall be deemed accelerated and payable in lump sum to Landlord by Tenant. If an Event of Default shall occur and shall not be cured in the manner as herein provided (unless Tenant is not entitled to an opportunity to cure such default) and if Landlord has elected to cancel and terminate this Lease as provided in subsection (d)(ii) hereof, then Landlord and Tenant covenant and agree that Landlord shall have the right to recover

all damages that Landlord may sustain by reason of such default, including, without limitation, reasonable attorney's fees and court costs incurred by Landlord by reason of such default and the damages referred to in subsections (i) and (ii) of this subsection (e). Nothing herein contained shall be deemed a limitation or to prejudice the right of Landlord to prove and obtain as liquidated damages by reason of any such Event of Default, an amount equal to the maximum allowed by any statute or rule of law allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are claimed, whether or not such amount be greater, equal to, or less than the damages referred to in subsection (e) of this Section.

(A) Landlord shall be entitled to accept payment(s) from the Tenant (whether partial or full) after any Event of Default; and such acceptance of payment by Landlord shall not be deemed to be a cure or waiver of Tenant's prior default in making such payment(s) and the acceptance of such payment(s) shall be deemed solely the acceptance of payment, on account, in partial or full payment of a prior debt owed to Landlord by Tenant.

**Section 5.02 Remedies; Generally.** In the event of a breach or threatened breach by Tenant of any of the covenants or provisions by Tenant thereof Landlord shall have the right to an injunction and the right to invoke any remedy allowed at law or in equity including specific performance and injunctive relief to compel Tenant to comply with its obligations and covenants hereunder (including any covenant to open and operate); and such relief should be available as if reentry, unlawful detainer 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 Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

**Section 5.03 Jury Trial Waiver; No Counterclaim.** Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage, and any emergency or statutory remedy. Tenant agrees that it shall not interpose any counterclaim or counterclaims (except for compulsory counterclaims or claims that would be waived if not interposed) in an unlawful detainer proceeding or in any action based on non-payment of Fixed Minimum Rent, Additional Rent, or any other payment required of Tenant hereunder.

**Section 5.04 Landlord's Right to Cure Defaults.** Landlord may, but shall not be obligated to, perform any act which Tenant is obligated and fails to perform under this Lease at any time, and without notice; and such performance shall not be deemed to cure any default by Tenant under this Lease. Tenant shall pay to Landlord on demand as Additional Rent, all costs and expenses incurred

by Landlord in connection with such performance, including, without limitation, any attorney's fees incurred in such performance; together with interest thereon at the Lease Rate from the date such costs and expenses were incurred by Landlord.

**Section 5.05 No Waiver.** No consent or waiver by Landlord, whether express or implied, to or of any breach of any covenant, condition or duty of Tenant to Landlord shall be construed as a consent or waiver to or of any other breach of the same or any other covenants, condition or duty, unless in writing signed by Landlord.

**Section 5.06 Writ of Ejectment.** FOR VALUE RECEIVED AND UPON THE OCCURRENCE OF A DEFAULT HEREUNDER THAT REMAINS UNCURED BEYOND ANY APPLICABLE NOTICE AND CURE PERIOD, OR UPON TERMINATION OF THE TERM OF THIS LEASE OR OTHER TERMINATION OF THIS LEASE DURING THE TERM OR ANY RENEWAL THEREOF, TENANT DOES HEREBY EMPOWER AND AUTHORIZE, WITHOUT POWER OF REVOCATION, ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO APPEAR FOR TENANT, ITS SUCCESSORS OR ASSIGNS, IN ANY SUCH COURT AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT IN AN EJECTMENT IN FAVOR OF LANDLORD AND AGAINST TENANT, ITS SUCCESSORS OR ASSIGNS, FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE LEASED PREMISES, AND COSTS WITHOUT ANY STAY OF EXECUTION AND, FURTHER, WITHOUT ANY LIABILITY ON THE PART OF LANDLORD OR OF THE SAID ATTORNEY, FOR WHICH THIS SHALL BE A SUFFICIENT WARRANT. TENANT FOR TENANT AND THOSE CLAIMING UNDER TENANT HEREBY RELEASES TO LANDLORD ALL ERRORS AND DEFECTS WHATSOEVER IN ENTERING SUCH ACTIONS OR JUDGMENTS, OR CAUSING SUCH WRITS OF POSSESSION OR EXECUTION THEREON OR CONCERNING THE SAME OR EITHER THEREOF, AND TENANT HEREBY AGREES THAT IF A COPY OF THIS LEASE WITH ANY MODIFICATIONS THEREOF, TOGETHER WITH ANY AFFIDAVIT OF LANDLORD OR ANY AGENT OF LANDLORD, AVERRING A BREACH OF THE TERMS AND CONDITIONS THEREOF, IS FILED IN SAID ACTIONS, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE AS A WARRANT OF ATTORNEY, ANY LAW OR RULE OF COURT TO THE CONTRARY NOTWITHSTANDING. AND PROVIDED THAT, IF, FOR ANY REASON, AFTER SUCH AMICABLE ACTION AND CONFESSION OF JUDGMENT IN EJECTMENT HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE LEASED PREMISES REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT IN ANY SUBSEQUENT DEFAULT OR DEFAULTS THAT REMAIN UNCURED BEYOND ANY APPLICABLE NOTICE AND CURE PERIOD TO BRING ONE OR MORE FURTHER AMICABLE ACTIONS IN THE MANNER AND FORM AS HEREINABOVE SET FORTH, TO RECOVER POSSESSION OF LEASED PREMISES FOR SUCH SUBSEQUENT DEFAULT.

Initials on behalf of Tenant: JSG by agent HC

**Section 5.07 No Election of Remedies.** No such termination of this Lease, nor taking or recovering possession of Leased Premises, shall deprive Landlord of any other remedy or action against Tenant, or those claiming under Tenant, for possession and/or for damages or any distress prevent Landlord from proceeding to recover possession on a breach of any of the terms and conditions hereof.

**Section 5.08 Landlord's Default.** Landlord shall be in default of this Lease if Landlord fails to perform or observe any repair or maintenance obligation required to be performed or observed by it under this Lease for a period in excess of twenty (20) days after receipt of written notice thereof from Tenant; provided, however, that if such repair or maintenance to be performed by Landlord is of such nature that the same cannot reasonably be performed within such twenty (20) day period, such default shall be deemed to have been cured if Landlord commences such performance within said twenty (20) day period and shall thereafter continuously and diligently proceed to cure such default to completion. Upon the occurrence of such a default by Landlord that is not cured within such cure period, Tenant shall have the right to exercise any remedies available to Tenant at law or in equity.

Landlord shall be in default of this Lease if Landlord violates the Exclusive Use clause set forth in Article XII hereof, in which event Tenant shall have the right to pay Base Rent at fifty percent (50%) of the amount then due and owing ("Alternate Rent"). If Landlord's violation of the Exclusive Use is not ceased within one (1) year of Tenant's first payment of Alternate Rent, Tenant shall either, (x) terminate this Lease by providing Landlord with written notice of termination to be effective no later than thirty (30) days after the date that is one (1) year after Tenant's first payment of Alternate Rent or (y) recommence paying 100% of Base Rent at the rate then in effect. If the violation of the Exclusive Use is caused by another tenant or occupant of the Building ("Rogue Tenant"), Landlord shall use its good faith, diligent efforts to enjoin or cause such tenant or occupant to cease the use that violates the Exclusive Use, which may include, if appropriate, declaring a default under such tenant's or occupant's lease and commencing legal action against such tenant or occupant.

## **ARTICLE VI. TENANT'S AFFIRMATIVE COVENANTS**

**Section 6.01 Tenants Covenants.** Tenant hereby covenants to Landlord and Landlord's successors and assigns:

(1) To perform promptly all of the obligations of Tenant set forth in this Lease and in the Exhibits attached hereto, and to pay when due the Fixed Minimum Rent, Additional Rent, which includes without limitation all fees, service charges, interest and other sums whatsoever which by the terms of this Lease are to be paid by Tenant.

(2) To make all repairs, alterations, additions or replacements to the Leased Premises, including equipment, facilities and fixtures therein, required by any law or ordinance or any order or regulation of any public authority having jurisdiction including without limitation all building, sanitary, safety and environmental codes, rules, statutes and regulations and comply with the rules

and recommendations of the Local Board of Fire Underwriters because of Tenant's use or manner of use of the Leased Premises; to keep the Leased Premises equipped with all safety and emergency appliances and equipment so required because of such use; to procure any licenses and permits required for any such use; and to comply with all orders, rules and regulations of all governmental agencies, boards or authorities.

(3) To cause all construction work within the Leased Premises to be performed by contractors approved by Landlord in a good and workmanlike manner employing materials of good quality and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Building; to pay for all such work promptly so as to prevent the assertion of any liens for labor or materials; to indemnify, defend and hold Landlord harmless against any loss, liability or damage resulting from such work; to furnish Landlord bond or other security satisfactory to Landlord against any such loss, liability or damage; to furnish to Landlord, prior to the commencement of such work, plans and specifications in detail covering all such work and in no event to commence construction within the Leased Premises without the Landlord's written approval of such plans and specifications; to comply with such requirements as Landlord may from time to time prescribe for construction within the Building; to perform such work in such manner as to insure proper maintenance of good and harmonious labor relations; to produce all necessary permits before undertaking such work; and to comply with all governmental requirements.

(4) Not to assign, sell, mortgage, pledge or in any manner encumber or transfer this Lease or any interest therein or sublet the Leased Premises or any part or parts thereof, or permit occupancy of all or any part thereof by anyone with, through or under Tenant, without the prior written consent of Landlord which consent shall not be unreasonably withheld; nor may any such interest be transferred by operation of law. The term "sublet" as used in this Lease shall be deemed to include the granting of licenses, concessions and any other rights of occupancy of any portion of the Leased Premises.

(5) To permit Landlord and its agents and contractors (and their tools or equipment) to enter the Leased Premises at reasonable times for the purpose of inspecting the same or for making repairs, alterations or additions to any part of the Building in which the Leased Premises are located; and to show the Leased Premises to any lender, insurance company or any engineering, environmental company or investigation company employed by Landlord, its agents or any Mortgagee or insurer or to any prospective purchasers, lenders and tenants. If Tenant or any agent or employee of Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents or employees may enter the Leased Premises by a master key, or may forcibly enter the Leased Premises, without rendering Landlord or such agent or employee liable therefore, and without in any manner affecting the obligations or covenants of this Lease, and nothing herein contained shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof except as otherwise herein specifically provided; to permit Landlord during the

six (6) months prior to the termination of this Lease or any renewal or extension thereof to place upon the Leased Premises a "for rent" or "to let" notices without molestation by Tenant.

(6) To, at its sole cost and expense, keep all interior surfaces clean and sanitary and maintain the Leased Premises in a sanitary condition and free of insects, rodents, vermin and other pests and will cause to be conducted periodic inspections (but not less frequently than once per month) for and extermination of insects, rodents, vermin and other pests. In order to assure compliance with the foregoing provisions, Tenant shall maintain a contract for inspection and treatment by a reputable pest control service reasonably approved by Landlord.

(7) To, in connection with the preparation or sale of food and beverages, at Tenant's sole cost and expense, comply with all applicable legal requirements and insurance requirements, and shall: (A) install extinguishing devices as required by legal and insurance requirements, grease traps, gas cut-off valves, drains and other systems as are required by legal requirements and insurance requirements from time to time to ensure the safe, orderly and sanitary operation of the Leased Premises; (B) keep all such devices and systems in good working order and repair and regularly serviced under maintenance agreements or as otherwise may be required by legal requirements and insurance requirements; (C) keep and maintain the Leased Premises and all its exhaust ducts and filter systems in a clean and operational condition; (D) place and store Tenant's garbage and refuse in water-tight and air-tight containers or dumpsters located at the bottom of the Parking Garage Ramp; and (E) provide such safeguards as, in Landlord's reasonable judgment, are necessary or advisable to prevent the accumulation of garbage or refuse from becoming a nuisance or otherwise interfering with the safety, comfort or enjoyment of the Building and the Plaza Area by Landlord, or any other occupants of the Building or their invitees or any others lawfully in the Building or Plaza Area. Tenant shall not keep, store, rest or cause to be kept, stored or rested or allow to be kept, stored or rested in any area outside the Premises any garbage, barrels, lockers, storage cabinets, boxes, refuse, debris, bags, waste, bottles, cans, pans, trays, rags, papers or materials or property of any kind or nature whatsoever for any period of time, however short, it being represented, acknowledged and agreed by Tenant that Tenant has no right to occupy such areas.

(8) To, with respect to any portion of the Plaza Area used by Tenant, or its invitees, clean such Plaza Area from litter and no less than once per day empty Tenant's trash receptacles (if any), and otherwise comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to the use of the Plaza Area.

(9) To, from and after the date Tenant first opens for business, continuously and uninterruptedly operate and conduct its business within the entire Leased Premises and maintain an adequate stock of its best of menu items (and related items for sale and consumption as set forth above) and personnel. Tenant shall be required to remain open and operate its business at the following hours:

Monday through Sunday, inclusive 11:00 A.M. to 10:00 P.M.

Any change to Tenant's operating hours (except for temporary changes necessitated by holidays, weather or other similar unanticipated causes) shall require Landlord's prior written consent, which consent shall not be unreasonably withheld. For any Building non-business hours in which

Tenant is open for business, it shall be the responsibility of Tenant to have appropriate security and maintenance for the Premises and the Plaza Area during such periods.

## **ARTICLE VII. INSURANCE AND INDEMNITY**

### **Section 7.01 Insurance Regulations.**

(A) Tenant shall not do nor permit to be done any act or thing upon the Leased Premises or the Building which will invalidate or be in conflict with fire, public liability or other insurance policies covering the Building or the Condominium and shall not do, or permit to be done, any act or thing upon the Leased Premises which shall or might subject Landlord to any liability or responsibility for injury to any person or to property by reason of any business or operation being carried on at the Leased Premises or for any reason.

(B) Tenant at its sole expense shall comply with all rules, orders, regulations, and requirements of boards of fire underwriters or other similar body or authority having jurisdiction and shall not do or permit anything to be done, in or upon the Leased Premises, or bring or keep anything therein, which is prohibited by the fire department or any of such boards of fire underwriters or other body or authority and which would increase the rate of fire insurance applicable to Landlord's Building over that in effect on the Commencement Date of this Lease. If by reason of failure to comply with the provisions of Lease or by reason of the use or occupancy of the Leased Premises by Tenant the fire insurance rate shall on the Commencement Date of this Lease or at any time thereafter be higher than it otherwise would be, then Tenant upon demand of Landlord shall reimburse Landlord, as Additional Rent under this Lease, of that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure or use of the Leased Premises by Tenant.

**Section 7.02 Tenants Insurance Requirements.** Tenant agrees to provide on or before the Commencement Date and to keep in force during Tenants occupancy of the Leased Premises at its own cost and expense, the following insurance coverages:

(A) Comprehensive General Liability insurance policy naming Landlord, the managing agent and any Mortgagee or other person designated by Landlord, as an additional insured party, and protecting Landlord and Tenant against any liability whatsoever occasioned by accident on or about the Leased Premises or any appurtenances thereto. Such policy is to be written by an insurance company having a Best rating of at least VIII A, and the limits of liability thereunder shall not be less than the amount of One Million (\$1,000,000.00) Dollars combined single limit. Such insurance may be carried under a blanket policy covering the Leased Premises and other locations of Tenant, if any, provided that the protection to be provided to Landlord and its designees shall not be diminished by virtue of such blanket policy or the joiner of other parties as insured thereunder.



1. Fire and extended coverage insurance in an amount adequate to cover the full cost of replacement of all personal property, furnishings, equipment, and improvements located in the Leased Premises naming Landlord and such others it designates as additional loss payees.

2. All insurance specified in this Lease shall provide that such policies shall not be subject to cancellation or modification except after at least sixty (60) days prior written notice to Landlord.

(B) Dram Shop/Liquor Liability insurance policy naming Landlord, the managing agent and any Mortgagee or other person designated by Landlord, as an additional insured party, with limits not less than (a) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Two Million and 00/100 Dollars in the aggregate, or (b) the amount required by the laws of the Commonwealth of Pennsylvania. If Tenant fails to procure such Dram Shop/Liquor Liability insurance, then sales of beer, wine or other alcoholic liquors or beverages shall be suspended immediately until such coverage is again in force.

(C) Umbrella coverage in an amount not less than Twenty-Five Million and 00/100 Dollars (\$25,000,000.00).

(D) Excess Liability coverage in an amount not less than Ten Million and 00/100 Dollars (\$10,000,000).

#### ARTICLE VIII. CASUALTY AND CONDEMNATION

Section 8.01 **Casualty Loss.** If during the Term of this Lease, the Building is so injured by fire or other casualty, not occurring through the negligence of Tenant or those claiming under Tenant, or its employees or any person having business or contact with Tenant at the Leased Premises, respectively, that the Leased Premises are rendered wholly unfit for occupancy and the Leased Premises cannot be repaired within one hundred twenty (120) days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. In such case, Tenant shall pay the minimum annual rental, apportioned to the time of the injury, and all other sums due Landlord hereunder, payable as Additional Rent or otherwise, and shall immediately surrender the Leased Premises to Landlord, who may enter upon and repossess the same. If such injury can be repaired within one hundred twenty (120) days thereafter, Landlord may enter and repair the Leased Premises, and this Lease shall not be affected, except that the minimal annual rental shall be apportioned and abated while such repairs are being made. If the Leased Premises shall be so slightly injured by fire or other casualty, as aforesaid, as not to be rendered wholly unfit for occupancy, Landlord agrees that the same shall be repaired with reasonable promptness, in which case the minimum annual rental accrued or accruing shall not be apportioned or suspended.

Section 8.02 **Damages to Property.** Landlord shall not be liable to Tenant for any damages to any property at any time in the Leased Premises or Building from water, rain or snow, which may leak into, issue or flow from any part of the Building, or from tanks, pipes or plumbing work of

the same, or from any other place or quarter unless any such leak, issue, or flow is attributable to the gross negligence of Landlord, or its agents and employees, nor shall Landlord be liable to Tenant to any claim for damages, by reason of inconvenience or interruption to business arising from the making of additions, alterations or repairs to the Building, or any part thereof; or to the machinery, fixtures or appurtenances therein, unless any such interruption to business causes Tenant to close for longer than two (2) days. Tenant shall give to Landlord prompt written notice of any accidents to, or defects in, the water pipes, gas pipes, electrical apparatus, and heating or air conditioning apparatus, which shall be remedied by Landlord; the cost, however, of replacing electrical lighting fixtures or broken glass in windows, doors or partitions in or on the Leased Premises is to be paid by Tenant. Landlord shall not be responsible for any injury or damage that may happen to the person or goods of Tenant, or those claiming under Tenant, or its employees or any person having business with Tenant, whether invited by Tenant or otherwise, either on or about the corridors or stairways, or in or about the Building, caused by any of the machinery or fixtures connected with the Building or from any other cause, unless any such injury or damage is attributable to the gross negligence of Landlord, or its agents and employees.

**Section 8.03 Condemnation; Generally.** If all or any part of Leased Premises shall be acquired or condemned, and in the event that such partial sale, taking or condemnation shall render the remainder of Leased Premises unsuitable for the business of the Tenant, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease, and all sums due Landlord from Tenant under this Lease, unless otherwise provided herein, shall be adjusted to the date of such termination. In the event of a partial taking, sale or condemnation which does not render the remainder of Leased Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect; provided, however, that (1) the minimum annual rent shall be abated proportionately as to Leased Premises taken, (2) in making such restoration Landlord shall not be obligated to expend any amount of the condemnation improvement award received by Landlord and (3) the term hereof shall be extended for a period equal to the period of restoration under all of the terms, covenants and conditions of this Lease, including without limitation, Tenant's obligation to pay any sums due under this Lease.

**Section 8.04 No Award To Tenant.** Tenant shall not have any right to claim or recover from Landlord or from the condemning authority any portion of any compensation which may be awarded or recoverable on account of any taking or condemnation of the Leased Premises or the Building; provided, however, that Tenant shall be entitled to submit a claim to the condemning authority on its own behalf for or on account of any cost or expense to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment; provided further however, that in no event shall any award or payment to Tenant reduce or otherwise adversely affect the amount or allowability of any claim of Landlord or the Condominium on account of the taking of the Leased Premises and/or the Building.

**Section 8.05 Partial Condemnation.** In the event of a partial condemnation where Landlord and Tenant cannot agree on whether the uncondemned portion is suitable or unsuitable for the business of Tenant, they shall appoint an arbitrator within twenty (20) days of the taking, whose decision shall be made within ten (10) days of such appointment and shall be final. If Landlord and Tenant cannot agree on the arbitrator, the issue shall be submitted for arbitration under the then existing rules of the American Arbitration Association.

#### **ARTICLE IX. SUBORDINATION — MORTGAGES**

**Section 9.01 Subordination.** This Lease and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to all the Condominium declaration and all future amendments thereof; and to all ground leases, operating leases, overriding leases and underlying leases of the Land and/or the Building (or any portions thereof) now or hereafter existing and all future amendments thereof; and to all mortgages, construction loan agreements (and to all spreaders and consolidations thereof), to all collateral assignments of leases and other financing instruments and to all renewals, modifications, replacements, substitutions and extensions thereof (all of the same being collectively referred to in this Lease as Mortgages and the lessors or holders thereof as Mortgagees). The subordination provided for in this Section shall be self-operative and no further declaration or instrument of subordination shall be required to confirm or enforce such subordination. Notwithstanding such self-operative provisions, Tenant shall promptly execute and deliver to Landlord and Mortgagees designated in a notice to Tenant, any instrument, in recordable form if requested, that Landlord, the Mortgagee or any of their respective successors or assigns may reasonably request to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefore, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, to execute, acknowledge and deliver such instrument for and on behalf of Tenant.

**Section 9.02 Mortgagee Modifications.** If, in connection with the obtaining, continuing or renewing of any financing for which the Building, the Condominium, the Land or the interest of the lessee under any Mortgagee shall request reasonable modifications to this Lease as a condition of its financing, Tenant will not unreasonably withhold its consent thereto, provided that such modifications do not (i) increase the rental obligations or other costs and expenses payable by Tenant under this Lease, (ii) increase or decrease the Term, (iii) decrease the services required to be provided by Landlord hereunder, (iv) materially increase any of Tenant's other obligations under this Lease, or (v) materially adversely affect any of Tenant's other rights under this Lease.

**Section 9.03 Mortgagee Notice and Cure.** If any act or omission of Landlord gives Tenant the right to cancel or terminate this Lease, or to claim a partial or a total eviction, Tenant agrees to (i) give notice thereof to the Landlord and to each Mortgagee whose name and address shall previously have been furnished to Tenant in writing, of such act or omission and, (ii) provide Landlord or such Mortgagee a period of thirty (30) days, or such additional time as is reasonably required, to remedy such act or omission.

## ARTICLE X. MISCELLANEOUS

**Section 10.01 Landlords Right to Cure.** Landlord shall have the right, but not the obligation, to cure any default by Tenant under this Lease, provided that Tenant is first provided notice and a ten (10) day period to cure such any non-emergency default. All costs and expenses incurred by Landlord in curing any default of Tenant that Tenant fails to cure within the period provided hereinabove (including, without limitation Landlords reasonable attorney's fees) shall be due and payable by Tenant as additional rent hereunder within ten (10) days after notice demanding payment thereof. Landlord shall also be entitled to interest on all amounts so expended from the date paid or incurred at the Lease Rate hereunder, said interest also being Additional Rent hereunder.

**Section 10.02 Notices.** Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be given (i) by registered mail or certified U.S. mail postage prepaid, (ii) by national overnight delivery service, or (iii) by personal delivery. Such notice shall be given, if to Tenant, at the Leased Premises or at the address of Tenant in Section 1.01(b) hereof or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the addresses of Landlord and each agent(s) or manager(s) of Landlord as set forth in Section 1.01(a) hereof or such other address as Landlord shall have last designated by notice in writing to Tenant. Notice shall be deemed given when mailed or, if given by overnight delivery service or by personal delivery, when received. If Tenant shall be more than one person, any notice required or permitted by the terms of this Lease may be given by or to any one such person as aforesaid, and shall have the same force and effect as if given by or to all such persons. Any notice required hereunder to be given by "Landlord" may be given either by Landlord or by any agent named in Section 1.01(a) hereof or by any successor thereof or thereto and/or any officer of partner thereof; or by any attorney-at-law retained or employed by Landlord or its agent(s), employees, partners or officers.

### Section 10.03 Warranty of Authority.

(A) If Tenant is a corporation, each person executing this Lease on behalf of Tenant hereby covenants, represents and warrants that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the Commonwealth of Pennsylvania (a copy or evidence thereof to be supplied to Landlord upon request); and that each person executing this Lease on behalf of Tenant is an officer of Tenant and that he or she is duly authorized to execute, acknowledge and deliver this Lease to Landlord (a copy of a resolution to that effect to be supplied to Landlord upon request).

(B) If Tenant is a partnership (or is comprised of two or more persons), or if tenant's interest in this Lease shall be assigned to a partnership (or to two or more persons, individually, or as joint ventures): (i) the liability of each of the parties comprising the Tenants partnership shall be joint and several, and (ii) each of the parties comprising Tenants partnership hereby consents in advance to, and agrees to be bound by, any modifications, termination, discharge or surrender of this Lease

which may hereafter be made and by any notices, demands, requests or other communications which may hereinafter be given by Tenant or by any of the parties comprising Tenants Partnership, and (iii) any bills, statements, notices, demands requests or other communications given or rendered to Partnership Tenant or to any of the parties comprising Tenants Partnership shall be deemed given or rendered to Partnership Tenant and shall be binding upon Partnership Tenant and all parties, and (iv) if Tenant shall admit new partners, all such new partners shall, by their admission to Tenants Partnership, be deemed to have assumed performance of all the terms, covenants and conditions of this Lease on Tenants part to be observed and performed, and (v) Tenant shall give prompt notice to Landlord of the admission of any such new partners, and upon demand of Landlord, shall cause each such new partner to execute and deliver to Landlord an agreement in a form satisfactory to Landlord, wherein each such new partner shall assume performance of all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed (but neither Landlords failure to request any such agreement nor the failure of any such new partner to execute or deliver any such agreement shall violate the provisions of this Section).

**Section 10.04 Construction.** The use of the neuter singular pronoun to refer to Tenant shall be deemed a proper reference even though Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**Section 10.05 Captions.** The captions, paragraph numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or articles of this Lease nor in any way affect this Lease.

**Section 10.06 Merger.** Tenant expresses, acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this. This instrument alone fully and completely expresses the agreement between the parties and is entered into after full investigation, neither party relying upon any statement or representation not embodied in this instrument and all prior agreements and understandings between the parties are superseded by this instrument.

**Section 10.07 Enforceability.** If any term, covenant or condition of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 10.08 Recording.** Tenant shall not record this Lease without the prior written consent of Landlord.

**Section 10.09 Waiver.** No consent or waiver by Landlord, whether express or implied, to or of any breach of any covenant, condition or duty of Tenant to Landlord shall be construed as a consent or waiver to or of any other breach of the same or any other covenants, condition or duty, unless in writing signed by Landlord. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or conditions of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

**Section 10.10 Acceptance of Payment.** The subsequent acceptance of any sum of money due hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the entire sum due Landlord, for Rent or otherwise shall be deemed to be other than on account of the earliest unpaid sum, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any sum due hereunder be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of any sum due or pursue any other remedy provided in this Lease.

**Section 10.11 Amendment.** This Lease and the Exhibits, other writings and Riders, if any, attached hereto and forming a part hereof; set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**Section 10.12 Brokerage.** Landlord and Tenant warrant and represent to each other that there were no brokers instrumental in consummating this Lease other than CBRE, Inc. (representing Landlord) and Black Diamond Realty LLC (representing Tenant) (collectively, the "Brokers"). Landlord covenants and agrees to compensate the Brokers pursuant to the terms and provisions of separate written agreements between Landlord and the respective Brokers. Each party agrees to indemnify, defend and hold the other party harmless from, all claims, demands, fees, commissions or other liability whatsoever (including, without limitation, the attorneys' fees in connection with the defense or settlement of any such claims) arising out of a breach of any representation or warranty in this Section 10.12.

**Section 10.13 Voting Control of Tenant.** If Tenant is a corporation or partnership and if at any time during the Term the person, persons, or corporation(s) owning a majority of the voting shares

or interests in Tenant at the time of the execution of this Lease cease to own a majority of such shares or interests (except as the result of transfers by bequest or inheritance) Tenant shall notify Landlord and Landlord may terminate this Lease by notice to Tenant upon ninety (90) days prior written notice to Tenant. This section shall not apply whenever Tenant is a corporation or public limited partnership the outstanding voting stock or interests of which are listed on a recognized security exchange. For the purposes of this Section, stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1986 as subsequently amended and the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation.

**Section 10.14 Relationship of the Parties.** Nothing contained herein nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, notwithstanding the method of computation of the Operating Expense Charge or Tax Charge nor any other provision contained herein; it is agreed that the sole relationship between the parties hereto shall be the relationship of Landlord and Tenant.

**Section 10.15 Estoppel Certificates.** Tenant shall, at any time and from time to time within ten (10) business days following written notice from Landlord or any Mortgagee, execute, acknowledge and deliver to Landlord and any person designated by Landlord in such notice, a statement in writing: (i) certifying, as true and complete, a copy of and identifying all the documents constituting this Lease and the dates thereof, (ii) certifying that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified and stating the date and identifying such modifications), (iii) stating the last dates to which the Rent and other charges have been paid, the amount(s) thereof and the extent such Rent and charges have been paid in advance, (iv) stating whether Landlord has completed all work or installations required under the Lease, (v) stating whether or not Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, or any event of default, and (vi) stating or certifying as to such other matters with respect to this Lease, the Leased Premises or the respective parties obligations hereunder as may be requested by Landlord or by any present or prospective mortgagee, ground lessor or purchaser. Any such statement delivered pursuant to this Section may be relied upon by Landlord, any Mortgagee and the person to whom it is thereafter delivered and by their successors and assigns. The failure of Tenant to deliver any estoppel certificate in the time and in the manner required by this Section shall be deemed to be Tenant's express acknowledgment that the information set forth in any estoppel certificate delivered to Tenant for execution is true, correct and complete and agreed to by Tenant or, if no such certificate was delivered in advance for Tenant's approval, that the Lease is unmodified, in full force and effect, that no material default in payment or performance exists and that any default which may exist is waived by Tenant.

**Section 10.16 Applicable Law And Construction.** The laws of the State in which the Building is situated shall govern the validity, performance and enforcement of this Lease.

**Section 10.17 No Offer.** The submission of this instrument to Tenant, whether for examination, signature, or comment does not constitute an offer to lease, or a reservation of or option for the Leased Premises and Landlord shall not be bound by any of the terms or provisions herein unless and until Landlord or its authorized agent executes this Lease in the space for signature provided on the last page hereof and/or upon any rider attached hereto and delivers to Tenant a duplicate original hereof. The effective date of this Lease shall, subject to its delivery to Tenant as set forth in the previous sentence, be deemed to be the earlier to occur of (i) the date set forth in the acknowledgment of Landlord's signature (or if not acknowledged the actual date of execution by Landlord) or (ii) the Lease Commencement Date (in which event the effective date of this Lease shall be deemed retroactive subject to its delivery pursuant to the provisions of the previous sentence). If this Lease constitutes a renewal, replacement or substitute Lease for new or replacement space of Tenant at the Building, this Lease shall not be effective nor shall Landlord be required to perform any of its obligations hereunder as long as Tenant remains in default of any of its obligations (whether or not to the "Landlord" under this Lease) under any prior or other lease of Tenant for space at the Building and notwithstanding Landlord's execution and delivery of this Lease. Any date inserted on the cover page hereof shall be deemed the "reference date" and shall be deemed to be for identification purposes only.

**Section 10.18 Binding Effect of Lease.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefits of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

**Section 10.19 Effect Of Unavoidable Delays.** If Landlord or Tenant shall fail punctually to perform any obligation on its part to be performed under this Lease (other than the payment of Rent) by reason of any (i) strike(s), lockout(s) or labor dispute(s), (ii) inability to obtain labor or materials or reasonable substitutes therefor, or (iii) acts of God, enemy or hostile government action, civil commotion, fire or other casualty, or other conditions beyond the reasonable control of the party obligated to perform, or (iv) any governmental restriction, regulation or control prohibiting same, then, in such event such failure shall be excused and not be a breach of this Lease, but only to the extent and during the period occasioned by such event.

**Section 10.20 Landlord's Liability Limited.** Tenant shall look solely to the estate and property of the Landlord in the Building or the portion of the building owned by Landlord and of which the Leased Premises are a part, for the collection of any judgment in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord, or of any partner, employee, stockholder, director or agent of Landlord, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any order, remedy, judgment or deficiency obtained by Tenant against Landlord.

**Section 10.21 Indemnity.**



(A) Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord, the Condominium corporation, any managing agent and/or any fee owner or ground or underlying lessors or Mortgagees of the Building, or Condominium from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney's fees resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Leased Premises or occasioned wholly or in part through the use and occupancy of the Leased Premises or any improvements therein or appurtenances thereto; or by any act or omission or negligence of Tenant or any subtenant, concessionaire or licensee of Tenant, or their respective employees, agents or contractors in, upon, at or from the Leased Premises or its appurtenances, the common areas or any portion of the Building, including any portion of the common areas owned, leased, subleased or controlled by a the Condominium or a condominium unit owner other than Landlord; except nothing herein mentioned shall excuse or exculpate Landlord or its employees, agents or contractors from its or their negligence unless the damage or other injury arising out of such negligence is covered by insurance required to be carried by Tenant under this Lease.

(B) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto and all portions of the Building solely at their own risk and Tenant and all those claiming by, through and under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

(C) Landlord shall not be responsible or liable in whole or in part for damages at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of or invitees at any portion of the Building.

(D) Unless caused by the acts or omissions of Landlord or its agents or employee, neither Landlord nor its agents or employees shall be responsible or liable in whole or in part for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the Building or any of the equipment, machinery, utilities, appliances or apparatus therein.

(E) Tenant expressly acknowledges that all of the foregoing provisions of this Section shall apply and become effective from and after the date Tenant or its agents enter upon the Leased Premises to undertake activities permitted hereunder.

#### Section 10.22 Definitions.

(A) The term "Landlord" as used herein shall mean at any given time the record owner or owners collectively at that time of the Unit and Building in which the Leased Premises are located. If at any time there is then an underlying or ground lease of the fee of the portion of the Building in which the Leased Premises is located the underlying or ground lessee thereunder and not the owner of the fee shall be deemed to be the "Landlord". Upon each transfer of such fee or leasehold interest, as the case may be, the grantor or transferor thereof shall thereafter be entirely relieved of and the transferee shall thereupon be responsible for all covenants and obligations thereafter to be performed by the "Landlord" under this Lease.

(B) The term "Rentable Area" as used herein means the actual number of square feet of floor space of each floor or portions thereof which are leased to and occupied by tenants (including the Tenant hereunder) or, if unoccupied or unleased, which were previously leased to such tenants. Notwithstanding the foregoing, Rentable Area shall not include (i) any space occupied by Landlord, its agent or their employees or contractors, or (ii) any unfinished space. Rentable Area shall be measured to the exterior faces of all exterior perimeter walls and to the center line of all interior perimeter or demising walls or, where not bounded by a wall, to the lease line. No deduction or exclusion shall be made from the Rentable Area within the Leased Premises by reasons of stairs, columns, elevators, escalators, interior partitions, pipes, ducts or other interior construction or equipment. Any mezzanines shall be counted as part of its Rentable Area unless used for stockroom purposes. If at any time Landlord determines that the Leased Premises, or the Building (or any part thereof) contains more or less Rentable Area than set forth in Section 1.01 or any Exhibit or Schedule to this Lease, all rents and charges reserved hereunder (other than any "minimum" charges in the case of a reduction) may be proportionately adjusted by Landlord,

(C) The term "person" as used herein means a natural person, firm, partnership, association or corporation, as the case may be.

(D) The term "Lease Rate" as used herein means a rate of interest the lesser of (i) one and one-half (1 1/2 %) percent per month, or (ii) the highest rate permitted by law in the jurisdiction in which the leased Premises are located.

#### ARTICLE XI. SIGNAGE

So long as Tenant is not in default of this Lease beyond any applicable notice and cure period, Tenant shall have the right to install, at its sole cost and expense, no more than two (2) professionally designed and installed exterior signs ("Exterior Signs") at the following locations: one (1) above the exterior facade as permitted by City code and governmental authorities, one (1) on the exterior edge of the Plaza Area, and a panel on both sides of the pylon sign, if available. Such Exterior Signs are subject to Landlord's prior written approval as to size, appearance and

location, which approval shall not be unreasonably withheld, conditioned or delayed, and further subject to all applicable laws, regulations and ordinances (including the Landmarks Preservation Commission). Tenant shall pay all fees to such governmental and quasi-governmental authorities relating to all such Exterior Signs. Tenant shall maintain any such Exterior Signs or installations in good condition and repair and shall not alter any such Exterior Signs or installation without Landlord's prior written approval. Landlord shall cooperate with Tenant in connection with any application required by any governmental authority having jurisdiction thereover to enable Tenant to erect and maintain the Exterior Signs that otherwise comport with this Lease in and on the Premises, however, Landlord shall not be required to incur any costs in connection therewith. Tenant agrees that it shall pay all fees and expenses incurred or to be paid by Landlord in connection with such application including, without limitation, any application fees and/or filing fees and all fees and disbursements for professional services utilized by Landlord in connection therewith. At Landlord's request upon the expiration of the Term of this Lease or its earlier termination, Tenant shall remove all such signage in accordance with the terms of this Lease.

Notwithstanding anything contained herein, any and all costs associated with the Exterior Signs and Tenant's use and eventual removal of the Exterior Signs shall be at Tenant's sole cost and expense. Not by way of limitation of the preceding sentence, Tenant shall be responsible for any and all costs associated with the design, permitting, construction, installation, maintenance, cleaning, power, utilities, structural issues, and eventual removal of Tenant's Exterior Signs. Landlord makes no representation whatsoever concerning the state of, use, fitness, suitability or permissibility for Tenant's use, or condition of the Exterior Signs. Tenant is solely responsible for ensuring that the Exterior Signs are suitable for their intended use. Tenant, at its sole cost, expense and diligence, shall obtain all required permits, approvals, and shall comply with all laws, regulations, rules, and ordinances in connection to Tenant's use, condition or repair of the Exterior Signs.

#### **ARTICLE XII. EXCLUSIVE USE**

So long as Tenant is not in default of this Lease beyond any applicable notice and cure period, and provided that Tenant is then open and operating (except for any closure due to a casualty event or condemnation, or a closure permitted in advance in writing by Landlord), Landlord, during the Term of this Lease, shall not rent any other space in the Building to an entity for the operation of a restaurant, bar or tavern.

#### **ARTICLE XIII. RIGHT OF FIRST OFFER**

If at any time following the Commencement Date and prior to the expiration or earlier termination of this Lease, Landlord intends to market any other space on the first floor of the Building that is contiguous to the Premises ("ROFO Premises") for lease, then, provided that Tenant is not in default of this Lease beyond any applicable notice and cure period, Landlord shall promptly give written notice to Tenant thereof ("First Offer Notice"). The First Offer Notice shall constitute an offer by Landlord to lease the ROFO Premises to Tenant on the terms and conditions of this Lease, with the Fixed Rent equal to the per square foot Fixed Rent from time to time in effect under this

Lease multiplied by the number of rentable square feet in the ROFO Premises. In the event that the ROFO Premises becomes available in the last thirty-six (36) months of the initial Term, and Tenant exercises its Right of First Offer (as defined below), the Term of the Lease shall be extended for the Renewal Term for both the Premises and the ROFO Premises. During any such extension period, the Fixed Rent shall be equal to the per square foot Fixed Rent then in effect for the Renewal Term multiplied by the number of rentable square feet in the ROFO Premises.

Provided that Tenant is not then in default under the Lease beyond any applicable notice period or cure period, Tenant shall have the right ("Right of First Offer"), exercisable by delivery of written notice to Landlord within thirty (30) days after the date of Tenant's receipt of the First Offer Notice, time being of the essence, within which to decline or accept its right to lease the ROFO Premises, in writing. The exercise by Tenant of the Right of First Offer shall be self-executing and automatic; provided, however, promptly following Tenant's exercise of its Right of First Offer, Landlord and Tenant shall enter into a supplemental agreement to the Lease pursuant to which Tenant shall lease such ROFO Premises on the terms and conditions of the Lease. If either (a) Landlord and Tenant, despite negotiating in good faith, fail to execute such a supplemental agreement to this Lease within sixty (60) days after Tenant exercises the Right of First Offer, or (b) Tenant declines the Right of First Offer or fails to respond to a First Offer Notice in writing within thirty (30) days after its receipt thereof, time being of the essence, Landlord shall be free to lease the ROFO Premises described in the applicable First Offer Notice to any third party. If Landlord and the Prospect fail to enter into a lease for the ROFO Premises within one hundred eighty (180) days after either (x) the 60-day period described in subsection (a) expires, (y) Tenant declines the Right of First Offer, or (z) Tenant fails to respond to a First Offer Notice, the ROFO Premises shall again be subject to the Right of First Offer contained in this Article 13.

#### **ARTICLE XIV. MAINTENANCE OBLIGATIONS**

**Section 14.01 Landlord's Maintenance Obligations.** Landlord shall maintain and keep in good repair and in compliance with applicable laws, (a) only those portions of utility lines located outside the Leased Premises up to the point of connection to the exterior of the Leased Premises provided the required maintenance is not caused by the acts or omissions of Tenant, (b) the structural supports of the Leased Premises, and (c) the sidewalks located outside of the Plaza Area. Landlord represents to Tenant that access to the Leased Premises complies with the Americans With Disabilities Act of 1990, and state and local counterparts in effect as of the Lease Commencement Date.

**Section 14.02 Tenant's Maintenance Obligations.** Except as stated in Section 14.01 above, Tenant shall make all repairs and replacements and perform all maintenance work that is necessary in order to keep the Leased Premises (including the mechanical, electrical and plumbing systems serving the Leased Premises) and all furniture, fixtures and equipment located therein in good order and repair and in a safe and dry tenantable condition. In connection with the foregoing

repair, replacement and maintenance obligations, Tenant shall obtain and maintain during the Term an agreement with a third-party provider reasonably satisfactory to Landlord to provide maintenance for the HVAC units serving the Leased Premises, which agreement shall provide for routine maintenance not less often than two (2) times per calendar year; provided, however, that Tenant's annual costs for HVAC repair and replacement shall not exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per calendar year. Landlord shall be responsible for such costs in excess of the cap.

[Signature page follows]

MUS 4889-7532-0417

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

TENANT:

**EL PASO MEXICAN GRILL**  
**BETHEL PARK, LLC**, a Pennsylvania  
limited liability company

By: Jose Solis Garcia by agent Heather Anne Chancey  
Jose Solis Garcia, its Member, by and through Heather Anne Chancey,  
his duly appointed and incumbent power of attorney

LANDLORD:

**CIG-564 FORBES, LLC**, a Delaware limited  
liability company

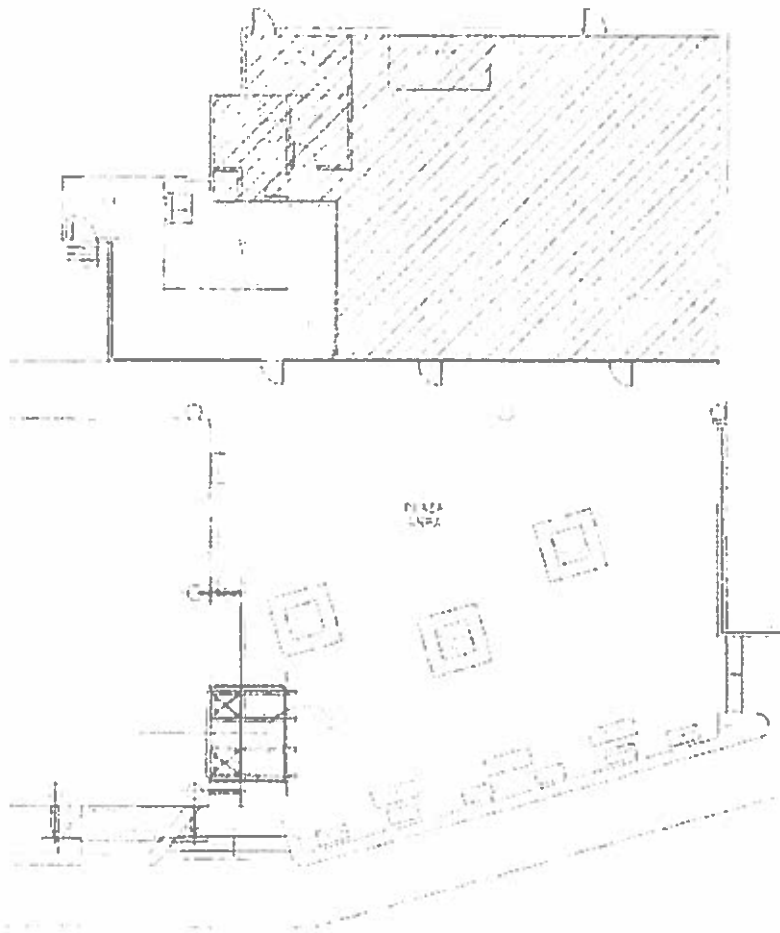
By: CIG-564 FORBES, LP, a Delaware limited  
partnership, its sole member

By: CIG-564 FORBES GP, LLC, a  
Delaware limited liability company,  
its general partner

By: Tyler J. Duncan  
Tyler J. Duncan, Member

MUS 4889-7532-0417

**EXHIBIT "A"**  
**Leased Premises**



**EXHIBIT "B"**  
**Commencement Certificate**  
(Attached)



**COMMENCEMENT CERTIFICATE**

Reference is made to that certain Lease dated as of \_\_\_\_\_ (“Lease”) between CIG-564 FORBES, LP (“Landlord”) and EL PASO MEXICAN GRILL BETHEL PARK, LLC, a Pennsylvania limited liability company (“Tenant”), pursuant to which Tenant leases from Landlord certain space located at 564 Forbes Avenue, City of Pittsburgh, Allegheny County, Pennsylvania, as more particularly described in the Lease. All terms used in this Commencement Certificate shall have the meanings ascribed to such terms in the Lease.

This Commencement Certificate confirms as follows:

1. The “Lease Commencement Date” of the Lease as set forth in Section 1.03 is \_\_\_\_\_ . The “Lease Term” is scheduled to expire on \_\_\_\_\_ .
2. “Fixed Minimum Rent” is payable as follows, and in accordance with the terms of the Lease:

LEASE PERIOD	PREMISES	\$ PER RENTABLE SQ FT	MONTHLY INSTALLMENT	ANNUAL RENT AMOUNT
	2,500 rsf	\$0.00	\$0.00	\$0.00
	2,500 rsf	\$32.00	\$6,666.67	\$80,000.00
	2,500 rsf	\$32.64	\$6,800.00	\$81,600.00
	2,500 rsf	\$33.29	\$6,935.42	\$83,225.00
	2,500 rsf	\$33.96	\$7,075.00	\$84,900.00
	2,500 rsf	\$34.64	\$7,216.67	\$86,600.00

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commencement Certificate as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, intending to be legally bound hereby.

TENANT:  
**EL PASO MEXICAN GRILL  
 BETHEL PARK, LLC, a Pennsylvania  
 Limited liability company**

LANDLORD:  
**CIG-564 FORBES, LLC, a Delaware limited  
 limited liability company**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: CIG-564 FORBES, LP, a Delaware limited partnership, its sole member

By: CIG-564 FORBES GP, LLC, a Delaware limited liability company, its general partner

By: \_\_\_\_\_  
 Tyler J. Duncan, Member

**EXHIBIT "C"**

**Guaranty**

**(Attached)**

## GUARANTY

THIS GUARANTY (this "Guaranty") is made this 26th day of July, 2023, by JOSE SOLIS GARCIA residing at \_\_\_\_\_ ("Guarantor") in favor of CIG-564 FORBES, LLC, a Delaware limited liability company ("Landlord").

### WITNESSETH:

WHEREAS, Landlord and El Paso Mexican Grill Bethel Park, LLC, a Pennsylvania limited liability company ("Tenant") entered into that certain Lease dated July 26, 2023 ("Lease"), pursuant to which Tenant leases from Landlord certain space in the building known as the "564 Forbes Building" located at 564 Forbes Avenue, City of Pittsburgh, Allegheny County, Pennsylvania, containing approximately 2,500 rentable square feet of space (the "Premises") on the terms and conditions set forth in the Lease; and

WHEREAS, in order to induce Landlord to enter into the Lease, Guarantor hereby agrees to guarantee Tenant's performance of all obligations under the Lease; and

WHEREAS, Guarantor is the owner of a direct or indirect interest in Tenant, and Guarantor deems it to be to its business and financial advantage and benefit to enter into this Guaranty.

NOW, THEREFORE, Guarantor, intending to be legally bound hereby, agrees as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Guaranty.

(a) Guarantor unconditionally guarantees to Landlord, its successors and assigns, the full and punctual performance and observance of all terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. This Guaranty shall include any liability of Tenant which shall accrue under the Lease. Guarantor waives notice of any breach or default by Tenant.

(b) If, at any time, default shall be made by Tenant in the performance or observance of any of the terms, covenants or conditions in the Lease, then Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant. Guarantor waives any right to require Landlord to first make demand upon Tenant or any other guarantor or pursue any of its rights. Guarantor waives any right to require Landlord to proceed first against Tenant or any other person, including any other Guarantor.

(c) If more than one person or entity comprises Guarantor hereunder, the obligations imposed upon each of such persons shall be joint and several.

3. No Waiver. Any act of Landlord, its successors or assigns, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any manner or thing relating to the Lease, or the granting of indulgences or extensions of time to Tenant, may be done without notice to any Guarantor and without releasing the obligations of any Guarantor. No delay in making demand on any Guarantor for performance or payment of Guarantor's obligations under this Guaranty shall prejudice the right of Landlord to enforce such performance or payment.

4. No Release. Guarantor's obligations hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease contained on Tenant's part to be performed or observed; nor by Landlord's discharge or release from liability of Tenant or any Guarantor.

5. Guarantor's Liability. Guarantor's liability hereunder shall in no way be affected by: (a) the release or discharge of Tenant in any creditors', receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provisions of the Bankruptcy Code or other statute or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability of other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant.

6. Confession of Judgment. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY TENANT UNDER THE LEASE THAT REMAINS UNCURED BEYOND ANY APPLICABLE NOTICE AND CURE PERIOD, GUARANTOR HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST ANY GUARANTOR WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, REASONABLE ATTORNEYS' FEES AND RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION. IF A COPY OF THIS GUARANTY, VERIFIED BY AFFIDAVIT OF LANDLORD OR SOMEONE ON BEHALF OF LANDLORD, SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST GUARANTOR SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY AN IMPERFECT EXERCISE THEREOF AND SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO; AND THE AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS LANDLORD DEEMS NECESSARY OR DESIRABLE, FOR ALL OF WHICH THIS GUARANTY SHALL BE A SUFFICIENT WARRANT.

7. Costs of Enforcement. Guarantor hereby agrees to pay all reasonable attorneys' fees and other costs and expenses which may be incurred by Landlord in connection with the enforcement of this Guaranty.

8. Term. This Guaranty shall apply during the Lease Term (as defined in the Lease), and any modification, amendment, postponement, compromise, indulgence, waiver, surrender, exchange and release thereof and to any holdover term following the Lease Term.

9. No Modification. This Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. The duties and obligations of Guarantor may not be delegated, transferred or assigned without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

9. Governing Law. The terms of this Guaranty and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement.

[Signature page follows]

[Signature page to Guaranty]

IN WITNESS WHEREOF, Guarantor has hereunto set their hands and seals as of the day and year first above written.

WITNESS:

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Jose Garcia, an individual, by and through  
Heather Anne Chancey, his duly appointed  
and incumbent power of attorney

# Pennsylvania State Police

1800 Elmerton Avenue  
Harrisburg, Pennsylvania 17110

## Response for Criminal Record Check

HOLLY GUNA  
418 LONGLEAF DR  
VENETIA PA 15367-2104

TELEPHONE (141) 229-5724

TO WHOM IT MAY CONCERN:

THE PENNSYLVANIA STATE POLICE DOES HEREBY CERTIFY THAT:

Name: Garcia, Jose Solis  
Date of Birth: 09/10/1973  
Social Security #: xxx-xx-8690  
Sex: M  
Race: Unknown  
Date of Request: 09/19/2023  
01:56 PM  
Purpose of Request: Other

Maiden Name and/or Alias

(1)

(2)

(3)

(4)

(5)

\*\*\* HAS NO CRIMINAL RECORD IN PENNSYLVANIA BASED ON A CHECK BASED ON THE ABOVE IDENTIFIERS - REFER TO CONTROL #R29771237 \*\*\*

THE RESPONSE IS BASED ON A COMPARISON OF DATA PROVIDED BY THE REQUESTOR AGAINST INFORMATION CONTAINED IN THE FILES OF THE PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY ONLY. PLEASE CONFIRM IDENTIFIERS PROVIDED. POSITIVE IDENTIFICATION CANNOT BE MADE WITHOUT FINGERPRINTS THE PENNSYLVANIA STATE POLICE RESPONSE DOES NOT PRECLUDE THE EXISTENCE OF CRIMINAL RECORDS, WHICH MIGHT BE CONTAINED IN THE REPOSITORIES OF OTHER LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCIES.

THE INFORMATION ON THIS CERTIFICATION FORM CAN BE VALIDATED BY ACCESSING THE PENNSYLVANIA ACCESS TO CRIMINAL HISTORY (PATCH) RECORD CHECK STATUS SCREEN (<https://epatch.pa.gov/RcStatusSearch>) AND SUBMITTING A STATUS CHECK REQUEST THAT CONTAINS THE FOLLOWING - SUBJECT'S NAME (EXACTLY AS INITIALLY ENTERED), CONTROL NUMBER AND DATE OF REQUEST. PATCH WILL FIND AND DISPLAY THE CORRESPONDING RECORD CHECK REQUEST. DETAILS ON THE REQUEST CAN BE VIEWED BY CLICKING ON THE CONTROL NUMBER. YOU WILL BE ABLE TO VERIFY IF THIS REQUEST WAS SENT OUT AS A NO RECORD OR RECORD RESPONSE BY THE PENNSYLVANIA STATE POLICE.

QUESTIONS CONCERNING THIS CRIMINAL RECORD CHECK SHOULD BE DIRECTED TO THE PATCH HELP LINE  
TOLL FREE AT 1-888-QUERY-PA (1-888-783-7972).

**Certified by:**



**Lt. Earl H. Rhoades**  
Director, Criminal Records and Identification Division  
Pennsylvania State Police

DISSEMINATED ON: 09/19/2023 01:57 PM



**CITY OF PITTSBURGH  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PITTSBURGH  
APPROVING THE TRANSFER OF PENNSYLVANIA RESTAURANT  
LIQUOR LICENSE NO. R-13100 TO 564 FORBES AVENUE  
PITTSBURGH, PA 15219**

**WHEREAS**, Act 141 of 2000 (“the Act”), which amended the Commonwealth’s Liquor Code, authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of Restaurant Liquor Licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code, if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

**WHEREAS**, the receiving municipality issues a resolution approving the transfer of the license outside the municipality to inside the municipality; and

**WHEREAS**, amendments to the Liquor Code stipulate that prior to adoption of a resolution by the receiving municipality, at least one public hearing is held for the purpose of permitting interested parties to state their concerns regarding the transfer of a Restaurant Liquor License into the municipality; and

**WHEREAS**, an application for transfer filed under the Act must contain a copy of the resolution adopted by the municipality approving the transfer of a restaurant liquor license into the receiving municipality.

**NOW THEREFORE, BE IT RESOLVED**, El Paso Mexican Grill Bethel Park, LLC has requested the approval of the City of Pittsburgh, City Council for the proposed transfer of Pennsylvania Restaurant Liquor License R-13100, to its new facilities within the City of Pittsburgh at 564 Forbes Avenue, Pittsburgh, PA 15219, with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

**BE IT FURTHER RESOLVED**, that the City of Pittsburgh, City Council held a public hearing pursuant to public notice.

**BE IT FURTHER RESOLVED**, that the City of Pittsburgh, City Council approves, by adoption of this Resolution, the proposed inter-municipal liquor license transfer of Pennsylvania Restaurant Liquor License No. R-13100 from 1778-1780 North Highland Park, Pittsburgh, PA 15241, to 564 Forbes Avenue, Pittsburgh, PA 15219.

**RESOLUTION NO. \_\_\_\_\_**  
**\_\_\_\_\_, 2023**

**PAGE 2**

**BE IT FURTHER RESOLVED**, that the license transfer is subject to approval by the Pennsylvania Liquor Control Board.

**I HEREBY CERTIFY** that this Resolution was adopted by the City of Pittsburgh COUNCIL at its public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF PITTSBURGH, CITY COUNCIL**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President