

# LEASE AGREEMENT

BETWEEN

**ALLEGHENY EAST CONFERENCE CORPORATION OF  
SEVENTH-DAY ADVENTISTS**

as Landlord

and

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as Tenant

Commencement Date: March 1, 2019

*Location:*

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*Prepared by:*

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## LEASE AGREEMENT

*THIS LEASE AGREEMENT* (hereinafter called this "Lease") is made this 1<sup>st</sup> day of March, 2019, by and between **ALLEGHENY EAST CONFERENCE CORPORATION OF SEVENTH-DAY ADVENTISTS**, a Pennsylvania nonprofit corporation with a mailing address of P.O. Box 266, Pine Forge, Pennsylvania 19548 (hereinafter called "Landlord"), and \_\_\_\_\_, a (State) \_\_\_\_\_ nonprofit corporation with a mailing address of \_\_\_\_\_ (hereinafter called "Tenant").

*NOW THEREFORE*, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **PREMISES.**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon a non-exclusive and shared use basis and upon the terms and conditions set forth in this Lease, a portion of the church building located at \_\_\_\_\_, specifically the sanctuary, fellowship hall, kitchen and Pastor's study (hereinafter called the "Leased Premises").

2. **TERM.**

The term of this Lease shall be twelve (12) months, commencing on \_\_\_\_\_ (the "Commencement Date") and terminating on \_\_\_\_\_ (the "Termination Date"). Tenant is granted the right to terminate this Lease early upon at least ninety (90) days' written notice to Landlord of its intention to exercise such right. In the event that Tenant exercises its right to terminate this Lease early, Tenant shall have no additional obligations to Landlord which would have otherwise accrued after the date of termination of this Lease.

3. **RENT AND OTHER CHARGES.**

Tenant agrees to pay to Landlord without right of set-off or reduction of any kind whatsoever, rent as follows:

a. **Minimum Rent.** Minimum Rent in the amount of \$ \_\_\_\_\_ per month shall be payable on the first day of each calendar month, in advance, without demand, beginning on \_\_\_\_\_.

b. **Additional Rent.** The Minimum Rent does not include any additional amounts to be paid by Tenant pursuant to other provisions of this Lease. All payments, other than monthly payments of Minimum Rent, that are required to be made by Tenant hereunder are "Additional Rent" for purposes hereof. All amounts payable by Tenant under this Lease, whether or not stated to be Minimum Rent or Additional Rent (hereinafter collectively referred to as "Rent"), shall be collectible by Landlord as Rent and in the event of default in payment, Landlord shall have the same rights and remedies as for a failure to pay Minimum Rent, without regard to or waiver of any other right or remedy available therefore.

c. **Late Charges.** Any payment or part of a payment, including, without limitation, Minimum Rent and all Additional Rent, made more than five (5) days after it is due, shall be paid with a late charge of five percent (5%) of the total amount of the item of Rent or other charge not paid when due (regardless of whether a partial payment has been timely made).

d. **Returned Check Charges.** Tenant shall pay to Landlord upon demand any charges assessed Landlord by any Bank or depository institution as the result of Tenant's check being returned for any reason (including "NSF" nonsufficient funds). In addition, Tenant shall pay to Landlord an additional handling charge in the amount of \$35.00 for any checks so returned.

e. **Manner and Place of Payment.** Rent checks shall be made payable to \_\_\_\_\_. Rent is payable at the office of the \_\_\_\_\_ upon the Leased Premises or such other place as may be designated by Landlord.

4. **SECURITY DEPOSIT.**

Tenant shall deposit with Landlord the amount of \$\_\_\_\_\_ to be held as security for the full and faithful performance by Tenant of Tenant's obligations under this Lease and for reimbursement for damage caused by Tenant to the Leased Premises or the building within which the Leased Premises are situated. Except for such amount as shall be lawfully applied by Landlord to satisfy valid claims against Tenant arising from defaults under this lease or by reason of damage to the Leased Premises, the security deposit shall be returned, without interest, to Tenant at the expiration of the term of this Lease or any renewal or extension thereof. It is understood that no part of any security deposit is to be considered as the last rental payment due under the terms of the Lease.

5. **USE AND CONDITION OF PREMISES.**

a. **Permissible Use.** Tenant shall use and occupy the Leased Premises on a non-exclusive and shared use basis with the \_\_\_\_\_. Tenant's use of the Leased Premises shall be solely for worship and other church activities. Tenant's use of the Leased Premises shall be restricted to Sundays between the hours of 9:00 a.m. and 2:00 p.m., Saturday night after sunset for one (1) hour to set up sound equipment, and Mondays and Thursdays for periods not to exceed two (2) hours each, at the discretion of the Tenant but coordinated with Landlord, between the hours of 6:00 p.m. and 10:00 p.m. In addition, Tenant shall be permitted to utilize the Leased Premises on September 14, 2019 from 4:00 p.m. to 8:00 p.m. without any additional fee. Tenant may request permission to use the Leased Premises at other times upon at least ten (10) days written notice to Landlord. In response to each such request, Landlord may grant or deny permission for the requested use at its sole discretion, and establish appropriate fees for such additional use.

b. **Condition of Premises.** Tenant agrees to assume possession of the Leased Premises in their current condition.

c. **Restricted Activities.** Tenant shall:

- (i) not permit any consumption of food or beverages in the lobby, sanctuary or Pastor's study of the building in which the Leased Premises are situated;
- (ii) not permit the use or consumption of alcoholic beverages within the Leased Premises;
- (iii) not permit the use or consumption pork or pork products within the Leased Premises;
- (iv) not permit the use or consumption of any shellfish, including lobster, shrimp or crabs, or any fish without scales or fins, within the Leased Premises;
- (v) not permit smoking or the use or consumption of tobacco products in any form within the Leased Premises;
- (vi) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;
- (vii) not permit the parking of delivery vehicles to interfere with the use of any driveway, walk or parking area of the Leased Premises; and
- (viii) be responsible for payment of the costs of any repair to the Leased Premises caused by Tenant and/or its congregants, invitees, vendors, employees, contractors and/or delivery persons in the course of accessing the Leased Premises or delivering, transporting or removing property, materials, inventory and/or equipment to and from the Leased Premises.

6. **UTILITIES AND SERVICES.**

Landlord shall provide and pay for all water, electricity, sewer, heat and trash removal services to the Leased Premises.

7. **MAINTENANCE AND REPAIRS.**

a. **Landlord's Responsibilities.** Landlord shall maintain the Leased Premises in good condition and repair.

b. **Tenant's Responsibilities.** Tenant shall clean up and put the Leased Premises back in their normal condition following each use of the Leased Premises by Tenant. Tenant shall also maintain the Leased Premises in good condition and repair. Any damage to the Leased Premises resulting from Tenant's use or from the installation or removal of Tenant's furnishings and equipment shall be repaired by Tenant at Tenant's expense. If Tenant fails or refuses to make repairs and/or maintain the Leased Premises, as set forth above, without prejudice to any other remedy available to Landlord, Landlord may, upon giving Tenant ten (10) days prior written notice, perform such maintenance or make such repairs on behalf of and for the account of the Tenant. In the latter event, Tenant shall pay the cost of such repairs or maintenance promptly plus an overhead charge of twenty percent (20%) of the cost of such repairs or maintenance following Tenant's receipt of a bill therefor.

8. **ALTERATIONS.**

a. **Restriction on Alterations.** Tenant shall not make any alterations to the Leased Premises without Landlord's prior written approval, which approval Landlord may withhold or condition in its sole discretion. If such approval is given, alterations must be done by licensed technicians who shall abide by all federal, state and local laws and regulations. Tenant is responsible to obtain and pay for all requisite permits and inspections for such approved alterations, copies of which will be provided to Landlord. Tenant shall further require and secure evidence of public liability insurance covering any contractors or Tenant performing work on the premises, with coverages satisfactory to Landlord in its sole discretion and naming Landlord as additional insured. All materials, including fixtures used with respect to Tenant's electrical installations, shall be new and carry UL labels. All electrical work shall be performed by electrical contractors approved by Landlord in writing.

b. **Mechanic's Liens.** Tenant shall keep the premises free of any liens claimed in connection with any alterations to the Leased Premises and will pay or cause the same to be removed within ten (10) days of the entry of such lien. In the event Tenant shall fail to do so, Landlord may discharge the lien by payment or bonding of the amount secured thereby without investigating the validity thereof and regardless of whether Tenant may be then contesting the propriety or amount thereof. Any amounts so paid by Landlord, along with any attorneys' fees or other costs related to the discharge of such lien, shall be deemed Additional Rent and shall be immediately payable to Landlord by Tenant.

c. **Landlord's Rights to Make Improvements.** So long as Landlord provides written notice to Tenant not less than ten (10) days prior to commencing any work which would in any manner whatsoever have an adverse impact upon Tenant's use of the Leased Premises, Landlord shall have the right, at its sole discretion, at all times, and from time to time throughout the term of this Lease, without incurring any liability to Tenant and without it constituting an eviction, to make any improvements, changes and additions to or in the Leased Premises.

9. **DAMAGE TO OR DESTRUCTION OF PREMISES.**

a. In the event that the Leased Premises are partially or totally damaged or destroyed by fire or other casualty and become partially or totally unusable, this Lease shall terminate.

b. In the event that damage to the Leased Premises is caused by Tenant, its agents, employees, vendors; contractors, congregants, invitees and/or visitors, such damage may be repaired by Landlord at the expense of Tenant or repaired by Tenant with Landlord's approval in accordance with Section 7b. Tenant shall reimburse Landlord for such repairs within ten (10) days of receipt of invoice from Landlord of the costs. At its election, Landlord may regard the same as Additional Rent. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in those circumstances.

10. **CONDEMNATION.**

a. **Total or Partial Condemnation.** If the whole or any part of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of conveyance in lieu thereof, then this Lease shall terminate as of the date on which possession of the Leased Premises is required to be surrendered to the condemning authority, and Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease.

b. **Landlord's Damages.** In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Landlord and any mortgagee of Landlord are to receive the full amount of such award as their respective interests may appear. Tenant hereby expressly waives any rights or claim to any part thereof and assigns to Landlord any such right or claim to which Tenant might become entitled.

c. **Tenant's Damages.** Although all damages in the event of any condemnation are to belong to the Landlord and any mortgagee of Landlord as aforesaid, whether such damages are awarded as full compensation for diminution in value of the Leasehold or to the fee of the Leased Premises, Tenant shall have the right to the extent that same shall not diminish the Landlord's or such mortgagee's award, to claim and recover from the condemning authority, but not from Landlord or such mortgagee, such compensations as may be separately awarded or recoverable by Tenant under the applicable eminent domain code in effect where the Leased Premises are located, in Tenant's own right for or on account of, and limited solely to, any cost to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, Leasehold improvements and equipment.

#### 11. **MISCELLANEOUS COVENANTS.**

a. **Upkeep of Premises.** In its use of the Leased Premises, Tenant shall: (i) keep the Leased Premises free from dirt and other refuse matter; (ii) keep the Leased Premises free of all objectionable odors; (iii) keep the Leased Premises free of all odors, rodents, insects, bugs, vermin and other pests; (iv) keep the floors protected from damage; (v) repair all damage caused by Tenant, its employees, agents congregants, visitors or invitees to the plumbing and to the Leased Premises in general; (vi) see that there are no undue accumulations of refuse and garbage, keep refuse and garbage in the kind of container required by applicable law or as may be specified by Landlord, which shall be placed outside the Leased Premises prepared for collection dumpsters or other receptacles designated by the Landlord in the manner and at the times specified by Landlord; and (vii) keep the Leased Premises in good order and repair as they are now, reasonable wear and tear excepted.

b. **Compliance with Laws.** Tenant at its sole cost and expense shall comply with all governmental laws, ordinances and regulations applicable to its use of the Leased Premises and shall promptly comply with all governmental orders and directives for the correction or prevention of matters in, upon or connected with the Leased Premises.

c. **Environmental Laws.**

(i) Tenant shall not allow any "hazardous substances" or "hazardous waste", as such terms are defined by federal or state law, to be handled, disposed or, stored, transported, carried, used or to exist upon the Leased Premises or property upon which the Leased Premises is located. Tenant shall comply with these and all other applicable federal, state, and local environmental laws, ordinances, orders or regulations affecting the Leased Premises, the operation of Tenant's business at the Leased Premises, or the removal of any substances therefrom. Notwithstanding anything in this Lease to the contrary, Tenant shall not, without Landlord's prior written consent and subject to reasonable conditions imposed by Landlord, use, store, manufacture, process or dispose of any oil, grease, or hazardous substances regulated by any public authority.

(ii) Tenant shall not permit any on-site disposal of oil, grease or hazardous substances. No hazardous or industrial wastes, contaminated substances or those resulting from manufacturing or processing shall be deposited in containers provided for trash removal. All

waste materials (including Tenant's construction or remodeling wastes) other than ordinary sanitary commercial trash shall be removed from the Leased Premises and properly disposed of in compliance with all applicable laws at Tenant's sole cost and expense.

(iii) Tenant does hereby indemnify and hold Landlord harmless of, from and against all claims, actions, liens, demands, costs, expenses, fines and judgments (including legal costs and attorneys' fees) resulting from or arising by reason of any spills or contamination of air, soil or water by oil, grease or hazardous substances at or around the Leased Premises or upon removal therefrom, or the violation of any other provision of this Section.

(iv) Upon (ten) (10) days prior written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying that Tenant has not disposed of any oil, grease or hazardous substances at the Leased Premises and that any such substances used, processed or generated at the Leased Premises have been disposed of in accordance with applicable law.

d. **Notice of Accident, Fire or Damage.** Tenant shall give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises or any common areas.

e. **Smoking.** Tenant and Landlord shall each prohibit smoking from occurring within the Leased Premises.

f. **Compliance with Landlord's Rules.** Tenant shall comply at all times with all rules promulgated by Landlord for the shared use of the Leased Premises.

g. **Waste.** Tenant shall not commit or suffer to be committed any waste or nuisance or other act or thing upon the Leased Premises which may disturb the quiet enjoyment of any other user of the building in which the Leased Premises are located.

h. **Furnishings.** Tenant shall maintain all of Landlord's furnishings in the Leased Premises in good condition and return them to Landlord in the same condition as of the Commencement Date, reasonable wear and tear excepted.

## 12. **INSURANCE AND INDEMNITY.**

a. **Insurance.** Tenant shall procure and continue in force during the term of this Lease (including any period prior to the commencement date of the term of this Lease in which Tenant is engaged in any alterations or repairs to the Leased Premises):

(i) Comprehensive general liability insurance on an occurrence basis covering bodily injury, personal injury and death to one or more persons in an amount of not less than Three Million Dollars (\$3,000,000.00) and property damage in an amount of not less than One Million Dollars (\$1,000,000.00).

(ii) Fire insurance with extended coverage and vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of all of Tenant's personal property in or on the Leased Premises in the event of fire or other loss.

(iii) Such other insurance and in such other amounts as Landlord or the holder of any mortgage, deed of trust, ground or underlying Lease may require.

Such insurance shall be written by one or more responsible insurance companies authorized to issue such insurance in \_\_\_\_\_ (state). There shall be delivered to Landlord a certificate or certificates of such insurance and of all renewals and replacements thereof with proof satisfactory to Landlord of payment of premiums therefor. All such policies (a) shall name Landlord and any party or parties designated by Landlord as additional insured; (b) shall contain a provision that they may not be canceled or amended without at least thirty (30) days' prior written notice to Landlord and such other named insureds; (c) shall be procured and maintained at the sole costs and expense of Tenant; and (d) shall waive rights of subrogation of the insurance carriers. In the event that Tenant fails to procure or maintain any insurance pursuant to this Section, Landlord may obtain same on behalf of Tenant and any premiums paid by Landlord therefor shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days after demand therefor. In addition to Landlord, the following parties shall be named as additional insureds under the policies of insurance which Tenant is required to maintain hereunder: \_\_\_\_\_ (local church), Columbia Union Conference of Seventh-day Adventists, North American Division of General Conference of Seventh-day Adventists, North American Division Corporation of Seventh-day Adventists, General Conference of Seventh-day Adventists and General Conference Corporation of Seventh-day Adventists.

b. **Increase in Insurance Premiums.** Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Leased Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Leased Premises. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon and about the Leased Premises causes the rate of Landlord's insurance on the Leased Premises to be increased beyond the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, Tenant shall pay, as Additional Rent, the increased cost of such insurance within ten (10) days after a bill for such increased cost is sent to Tenant, whether or not Landlord has consented to any such act or omission. In determining whether increased premiums are attributable to Tenant hereunder, a copy of the schedule, rules books, rules or rating procedures issued by the organization making the insurance rate on the Leased Premises or by Landlord's insurance companies shall be conclusive evidence of the several items and charges which make up the insurance rates and premiums on the Leased Premises.

c. **Waiver of Subrogation Rights and Indemnification.** Landlord and Tenant agree that Tenant shall waive all rights of subrogation. Tenant further agrees to indemnify Landlord and hold Landlord harmless from and against any and all claims, causes of action, damages, liabilities and expenses in connection with the loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or about the Leased Premises, or on the sidewalks adjoining the same, or the occupancy or use by Tenant of the Leased Premises or any part hereof or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, contractors, undertenants, concessionaires or licensees or arising from any breach or default on the part of Tenant in performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease. In case Landlord and/or its agents shall, without fault on Landlord's part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord and its agents harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord and its agents in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord and its agents in enforcing the covenants and agreements in this Lease. The comprehensive general liability coverage maintained by Tenant pursuant to Section 12a hereof shall specifically insure the contractual obligations of Tenant as set forth in this Section 12c.

13. **PARKING.**

Tenant and its invitees may utilize unreserved parking spaces in the parking lot adjacent to the church building in which the Leased Premises are situated.

14. **SIGNAGE.**

Tenant shall be granted the right to post one (1) sign outside of the Leased Premises, subject to the Landlord's prior written consent, which shall not be unreasonably withheld. No signage shall be permitted upon the Leased Premises unless approved by Landlord in writing and permitted pursuant to municipal ordinances.

15. **ASSIGNMENT AND SUBLETTING.**

Tenant shall not assign, mortgage or pledge this Lease or under-let or sublease the Leased Premises, or any part thereof, or permit any other person, firm or corporation to occupy the Leased Premises, or any part thereof, through license, concession or otherwise, without first obtaining Landlord's written consent, which consent Landlord may withhold in its sole discretion. In the event of any assignment, subletting, licensing or granting of a concession with the written consent of Landlord, Tenant shall nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. Any permitted assignment or subletting shall be by agreement in form and content acceptable to Landlord.

16. **LIMITATIONS OF LANDLORD'S LIABILITY.**

a. **Exclusions from Liability.** Unless and then solely to the extent such damage is directly caused by the negligent acts or omissions of Landlord, or its agents, partners, servants, contractors and employees, neither Landlord nor its agents, servants, partners, employees or contractors shall be liable for, and Tenant, in consideration for Landlord's execution of this Lease, hereby releases all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming through Tenant, resulting from any fire, accident, occurrence or condition in or upon the Leased Premises, including, but not limited to, such claims for loss of life, personal injury or damage resulting from (1) any defect in or failure of plumbing, heating or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings or walks; (2) any equipment or appurtenances being out of repair; (3) the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes or lines or any other drain, pipe or tank in, upon or about the Leased Premises; (4) the backing up of any sewer pipe; (5) the escape of steam or hot water; (6) water, snow, or ice being upon or coming through the roof of any other place upon or near the Leased Premises or the building of which the same is a part or otherwise; (7) the falling of any fixture, plaster or stucco; (8) broken glass; (9) criminal or intentional misconduct of third parties; (10) any act or omission of other Tenants or other occupants of the Leased Premises; or (11) any act or omission of Landlord or its principals, agents, servants, contractors and employees whether occurring on, prior to, or subsequent to the date of this Lease. The foregoing waiver and release is intended by Landlord and Tenant to be absolute, unconditional and without exception and to supersede any specific repair obligation imposed upon Landlord hereunder.

b. **Limitation of Enforcement Proceedings Against Landlord.** The liability of Landlord under this Lease, whether in contract, tort or otherwise, shall be enforceable only against Landlord's interest in the Leased Premises. The lien of any judgment against Landlord pursuant to a proceeding instituted under or in connection with this Lease or the Leased Premises shall not expand to any property now or hereafter owned by Landlord other than the Leased Premises, and the judgment index shall be so noted.

17. **DEFAULTS AND REMEDIES.**

a. **Default by Tenant.** The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

(i) The failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder within five (5) days after written notice thereof by Landlord to Tenant; or

(ii) The failure by Tenant to perform any of its non-monetary obligations under this Lease within fifteen (15) days after written notice thereof by Landlord to Tenant; or

(iii) Tenant's vacation or abandonment of the Leased Premises during the term hereof (other than in connection with a sublease or assignment permitted pursuant to Section 15) or Tenant's failure to vacate and surrender the Leased Premises as required by this Lease upon the expiration of the term or termination of this Lease; abandonment shall be defined as failure of Tenant to occupy the Leased Premises at any time over a 14-day period coupled with the failure to pay Rent for any rental period and within the cure periods provided above.

b. **Claim for Rent and Termination of Lease.** If Tenant defaults hereunder:

(i) All Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant shall be due and payable to Landlord; and

(ii) Landlord may terminate this Lease upon five (5) days written notice to Tenant. In such event, this Lease shall terminate upon the lapse of such five (5) day period and become absolutely void without any right on the part of Tenant to reinstate this Lease by payment of any sum due or by other performance of any condition, term, or covenant.

c. **Landlord's Lien.** Subject to bank or supplier's security interest in the property hereinafter described, to secure payment of all Rent due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby grants to Landlord an express lien and security interest in and on all property (including, without limitation, fixtures, equipment, chattels and merchandise) which may be placed in the Leased Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to such property. Such property shall not be removed from the Leased Premises without the written consent of Landlord until all Rent due to Landlord hereunder shall first have been paid. This lien and security interest is given in addition to any statutory lien in favor of Landlord. Upon the occurrence of a default hereunder, this lien may be foreclosed with or without court proceedings by public or private sale, provided Landlord gives Tenant at least fifteen days notice of the time and place of said sale, and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale.

d. **Repossession of Leased Premises.** In the event of any default by Tenant and Landlord's termination of this Lease, Landlord shall, without judgment or resort to any Court proceeding, repossess the Leased Premises from Tenant and deny Tenant any further access to the Leased Premises.

e. **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Minimum Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Minimum Rent or Additional Rent then due and payable. Landlord shall accept any such check or payment without prejudice to

Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease, at law or in equity.

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

18. **Intentionally omitted.**

19. **Intentionally omitted.**

20. **SUBORDINATION TO MORTGAGES.**

This Lease is subject and subordinate to all mortgages now or hereafter placed upon the premises, and all other encumbrances and matters of public record applicable to the premises, including any reciprocal easement or operating agreements, covenants, conditions and restrictions. If any foreclosure or power of sale proceedings are initiated by any lender or a deed in lieu of foreclosure is granted to a lender, Tenant agrees, upon written request of any such lender or purchaser at such sale, to attend and pay rent to such party and to execute and deliver any instruments necessary or appropriate to evidence such attornment. In such event, any such purchase or other successor to Landlord by nature of the foreclosure sale, shall not be:

- a. Liable for any act or omission of Landlord;
- b. Subject to any offsets or defenses which Tenant might have against Landlord;
- c. Bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month; and
- d. Bound by any amendment or modification of this Lease made without consent of the then current holder of any mortgages.

Any lender may elect to make this Lease prior to the lien of its mortgage, and if the lender under any prior mortgage shall require, this Lease shall be prior to any subordinate mortgage; such elections shall be effective upon written notice to Tenant. The provisions of this Section shall be self-operative; however, Tenant shall execute such documentation as Landlord or any lender may request from time to time in order to confirm the matters set forth in this Section in recordable form. To the extent not expressly prohibited by law, Tenant waives the provision of any law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed.

21. **ESTOPPEL CERTIFICATES.**

Tenant shall from time to time, within seven (7) days after written request from Landlord, execute, acknowledge and deliver a statement, on a form prepared by Landlord: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such

modification and certifying that this Lease is otherwise unmodified and is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the grounds thereof) and the dates to which the rent and other charges hereunder have been paid, and the amount of any security deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective purchasers. If any such statement is not delivered by Tenant within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein. However, such deemed agreement shall not constitute compliance by Tenant with the provisions of this Section.

22. **SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.**

a. **Surrender of Premises.** On the expiration or earlier termination of this Lease, Tenant will turn over the Leased Premises to Landlord, clean and in the same condition as on the date the Landlord tendered possession to Tenant, normal wear and tear excepted. Any damage to the Leased Premises, including, without limitation, any structural damage, resulting from Tenant's use of the Leased Premises or from the installation or removal of Tenant's personal property shall be repaired by Tenant at Tenant's sole expense. If Tenant fails or refuses to make repairs and/or maintain the Premises, as set forth above, Landlord may make any necessary repairs to the Leased Premises. In such event, Tenant shall pay the cost of such repairs or maintenance promptly following Landlord's receipt of a bill therefor.

b. **Fixtures and Improvements.** All fixtures, equipment, alterations, additions and/or appurtenances attached to or built into the Leased Premises prior to or during the term hereof, whether by Landlord at its expense or at the expense of Tenant, or both, shall be and remain part of the Leased Premises and shall not be removed by Tenant at the end of the term of this Lease, unless such removal is requested by Landlord. Carpeting, wall-mounted fixtures, track lights and the track, and sinks shall all be considered to be affixed to the Leased Premises. Any freestanding fixtures shall at all times be the property of the Tenant and shall be removable at the end of the Lease term, or sooner if the Lease is terminated ("Termination Date"), provided Tenant is not in default of the Lease. Tenant shall, at Landlord's option, remove any and all fixtures, whether affixed or free-standing, and Tenant shall do so not later than the Termination Date, and further, Tenant shall restore the Leased Premises to the same good order and condition they were in at the commencement of the term hereof, reasonable wear and tear excepted.

23. **HOLDING OVER.**

Any holding over after the expiration or termination of this Lease shall, with the consent of the Landlord, be construed as a tenancy from month to month at the rents specified herein and shall otherwise be on the terms and conditions specified herein.

24. **GENERAL PROVISIONS.**

a. **No Waiver.** The waiver by Landlord or Tenant of any breach of any term, provision, covenant or condition contained in this Lease, or the failure of such party to insist on the strict performance by the other party, shall not be deemed to be a waiver of such term, provision, covenant or other condition as to any subsequent breach thereof or of any other term, covenant or condition contained in this Lease. Acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any breach or default by Tenant of any term, provision, covenant or condition herein, regardless of Landlord's knowledge of such breach or default at the time of acceptance of rent.

b. **Time of the Essence.** Time is of the essence of this Lease.

c. **Notices.** All notices required to be given under this Lease shall be sent by registered or certified mail, or overnight receipted delivery service, to the parties at the addresses set forth in this subsection. Either party may change the address to which notices are to be sent by written notice to the other party. All notices shall be effective when received by either party.

As to Landlord, notices shall be sent to: Allegheny East Conference  
Corporation of Seventh-day Adventists  
Attn: Lawrance E. Martin, Treasurer  
767 Douglass Drive  
Boyertown, PA 19512

and

\_\_\_\_\_ Church  
Attn: Pastor  
\_\_\_\_\_  
\_\_\_\_\_

-with a copy to-

Gary L. Stein, Esquire  
O'Donnell, Weiss & Mattei, P.C.  
41 East High Street  
Pottstown, PA 19464-5426

As to Tenant, notices shall be sent to: \_\_\_\_\_  
Attn: Pastor  
\_\_\_\_\_  
\_\_\_\_\_

d. **Governing Law.** This Lease and its terms, obligations and conditions shall be governed by the laws of the State of \_\_\_\_\_, without regard to its conflict of law provisions.

e. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject to the provisions of Section 15 and Subsections of this Section 24.

f. **Entire Agreement; Amendment.** This Lease contains the entire agreement between the parties and may not be modified or terminated except by agreement in writing signed by both of the parties hereto.

g. **Headings.** Any headings preceding the text of the several Sections or Subsections hereof are inserted solely for convenience of reference, shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

h. **Waiver of Custom.** It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding

any conduct or custom on the part of the Landlord in refraining from so doing at any time or times; and, further, that the failure of Landlord at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified the same.

i. **Brokerage Commissions.** Tenant represents and warrants to Landlord that Tenant has had no dealing, negotiations or consultations with respect to the Leased Premises, the Building or this transaction with any other broker or finder.

j. **Free Negotiation; Advice of Counsel.** Landlord and Tenant understand, agree and acknowledge that this Lease has been freely negotiated by both parties; and, that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of the its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord and Tenant further acknowledge that each has consulted with or been given the opportunity to consult with counsel prior to executing this Lease.

k. **Application of Payments.** Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed by the parties in a writing which makes specific reference to this Section. The acceptance by Landlord of a check or checks drawn by other than Tenant shall not in any way affect Tenant's liability hereunder, nor shall such acceptance be deemed an approval of any subletting or assignment of this Lease by Tenant. Nevertheless, Landlord shall, in good faith, apply payments from Tenant in a manner which reduces the accumulation and accrual of late fees to the benefit of Tenant.

l. **Use and Occupancy in Bankruptcy.** When, pursuant to the Bankruptcy Code, the trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Leased Premises or any portion thereof, such charges shall not be less than the Minimum Rent and Additional Rent owed by Tenant as set forth in this Lease.

m. **State Law.** Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, assignee for the benefit of creditors or any other person or entity or otherwise by operation of law of any state having jurisdiction over the person or property of Tenant (hereinafter referred to as "state law") unless Landlord shall consent in writing to such transfer. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived the need to obtain Landlord's consent nor Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

n. **Termination.** In the event the estate of Tenant created hereby shall be taken in execution or by process of law, or if Tenant or Tenant's guarantor shall be adjudicated insolvent pursuant to the provisions of any present or future state insolvency law, or if any proceedings are filed by or against guarantor under the Bankruptcy Code, or any similar provision of any future federal bankruptcy law, or if a receiver or trustee of the property of Tenant or the guarantor shall be appointed under state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law, then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice within thirty (30) days after the occurrence of such event, provided that the filing under the

Bankruptcy Code or the appointment of a receiver is not withdrawn, dissolved or terminated within sixty (60) days of the original docket entry.

o. **Invalid Provisions.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be held 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 or unenforceable shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

p. **Execution Required.** The submission of this Lease by Landlord to Tenant for examination shall not be deemed to constitute an offer by Landlord or a reservation to Tenant of an option to Lease, and this Lease shall become effective as a binding instrument only upon the execution and delivery thereof by both Landlord and Tenant.

q. **Survival of Obligations.** All obligations of Tenant which by their nature involve performance in any particular after the end of the term, or which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

r. **Transfer by Landlord.** The term "Landlord" as used in this Lease means the owner, only for the time being, of fee title or a Leasehold estate in and to the Leased Premises. So long as all sums held in escrow by Landlord are paid over to any transferee of said premises or assignee of said Leasehold estate, Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of said Leased Premises or assignment of said Leasehold estate, as the case may be, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder from the date of such transfer.

s. **Tenant Joint and Several.** If there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more. If there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

t. **Jury Trial Waiver.** The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises.

u. **Captions.** Any headings preceding the text of the Sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

*IN WITNESS WHEREOF*, the parties hereunto have executed this Lease the day and year first above written.

***LANDLORD:***

**ALLEGHENY EAST CONFERENCE  
CORPORATION OF SEVENTH-DAY  
ADVENTISTS**

By: \_\_\_\_\_  
Lawrance E. Martin, Treasurer

***TENANT:***

**[NAME]**

By: \_\_\_\_\_