

**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA**  
**Civil Action – Law**

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**JOSEPH ORDINI**  
 801 New Rodgers Road  
 Bristol, PA 19007

No.



Case Number: 2009-09474 0  
 Receipt: 2009-36-01545 Judge: 35  
 Code: 5001 Filing: 8701795  
 Patricia Bachtie - Bucks Co Prothonotary  
 B09 9/4/2009 11:15:16 AM

vs.

**CONFESSION OF JUDGMENT**  
**MONEY DAMAGES**

*2958.1*  
**GERALD FLANAGAN a/k/a**  
**JERRY FLANAGAN d/b/a**  
**PLAYNATION PARTIES AND**  
**PLAYGROUNDS**  
 40 Iroquois Court  
 Wayne, PA 19087

**PRAECIPE TO CONFESS JUDGMENT**

Pursuant to the authority contained in the Lease Agreement, a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in favor of the Plaintiff and against the Defendant as follows:

<b>Rent for the months of September 2009 to December 2013</b>	<b>\$240,000</b>
<b>Late charges</b>	<b>\$ 300</b>
<b>Additional rent for failure to pay electric bill</b>	<b>\$ 1,232</b>
<b>Additional rent for failure to pay lawn care</b>	<b>\$ 300</b>
<b>Additional rent for failure to pay 85% incremental property tax</b>	<b>\$ 637.50</b>
<b>Additional rent for failure to pay excess sewer charges</b>	<b>\$ 800</b>
<b>Additional rent for failure to pay excess water charges</b>	<b>\$ 750</b>
<b>Attorney's fees of 15%</b>	<b>\$36,602.92</b>
<b>TOTAL</b>	<b>\$280,622.42</b>

Plus interest at the rate of 6% per annum accruing from September 1, 2009.

**BEGLEY, CARLIN & MANDIO, LLP**  
 By:   
**Michael G. Fitzpatrick, Esquire**

**AND NOW**, this \_\_\_\_ day of \_\_\_\_\_, 2009, Judgment is entered in favor of the Plaintiff and against the Defendant and damages are assessed in the sum of \$ \_\_\_\_\_, plus interest, costs and attorneys' fees to date of payment.

**PROTHONOTARY**

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

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

<b>JOSEPH ORDINI</b>	:	<b>No.</b>
801 New Rodgers Road	:	
Bristol, PA 19007	:	
<b>vs.</b>	:	<b>CONFESSION OF JUDGMENT</b>
	:	<b>MONEY DAMAGES</b>
<b>GERALD FLANAGAN a/k/a</b>	:	
<b>JERRY FLANAGAN d/b/a</b>	:	
<b>PLAYNATION PARTIES AND</b>	:	
<b>PLAYGROUNDS</b>	:	
40 Iroquois Court	:	
Wayne, PA 19087	:	

NOTICE PURSUANT TO Pa. R.C.P. 236

**TO: Gerald Flanagan a/k/a  
Jerry Flanagan d/b/a  
PlayNation Parties and Playgrounds**

Pursuant to Pennsylvania Rule of Civil Procedure 236, this is to advise that Judgment in the amount of \$280,622.42 has been entered against Defendant, Gerald Flanagan a/k/a Jerry Flanagan d/b/a PlayNation Parties and Playgrounds, in the above-captioned matter in the Bucks County Court of Common Pleas effective \_\_\_\_\_, 2009.

Enclosed are copies of all documents filed with the Prothonotary in support of the Judgment.

**PROTHONOTARY**

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

**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA**

**Civil Action – Law**

<b>JOSEPH ORDINI</b> 801 New Rodgers Road Bristol, PA 19007	:	<b>No.</b>
	:	
<b>vs.</b>	:	<b>CONFESSION OF JUDGMENT</b> <b>MONEY DAMAGES</b>
<b>GERALD FLANAGAN a/k/a</b> <b>JERRY FLANAGAN d/b/a</b> <b>PLAYNATION PARTIES AND</b> <b>PLAYGROUNDS</b> 40 Iroquois Court Wayne, PA 19087	:	
	:	
	:	
	:	

**COMPLAINT**

1. Plaintiff is Joseph Ordini, an individual having a business address of 801 New Rodgers Road, Bristol, Bucks County, Pennsylvania 19007.
2. Defendant is Gerald Flanagan a/k/a Jerry Flanagan d/b/a PlayNation Parties and Playgrounds, an individual residing at 40 Iroquois Court, Wayne, Pennsylvania 19087.
3. Plaintiff is the owner of real estate, and improvements erected thereon and all appurtenances thereto situate at and known as 801 New Rodgers Road, Bristol, Bucks County, Pennsylvania (the "Premises").
4. On or about January 2, 2008, Plaintiff as Lessor and Defendant as Lessee, entered into a certain Lease Agreement for the Premises, a true and correct copy of which Lease Agreement is attached hereto and incorporated herein by reference and marked Exhibit "A".
5. The foregoing Lease Agreement, upon which judgment is being confessed, is part of a commercial transaction and judgment is not to be entered by confession against a natural person in connection with a residential lease. Attached hereto as Exhibit "B" is an Affidavit of Joseph Ordini verifying that confession is part of a commercial lease transaction and is not to be entered by confession against a natural person in connection with a residential lease.
6. There have been no assignments of the Lease Agreement since its execution and delivery.

7. There have been no prior exercises of the warrant of attorney to confess judgment in money damages contained in the Lease Agreement in any jurisdiction.

8. Defendant is in default under the terms of the Lease Agreement in the following respects:

(a) Defendant has failed to pay rent for the period beginning September 1, 2009; and

(b) Defendant vacated the premises on or about August 30, 2009.

Attached hereto and incorporated herein by reference as Exhibit "C" is a copy of the Affidavit of Default filed in this matter.

9. As a result of Defendant's default as set forth in paragraph 8 above, Defendant is indebted to Plaintiff in the following amounts:

(a) Rent for the months of September 2009 to December 2013 in the amount of \$240,000;

(b) Late charges in the amount of \$300;

(c) Additional rent for failure to pay electric bill with a balance of \$1,232;

(d) Additional rent for failure to pay lawn care in the amount of \$300;

(e) Additional rent for failure to pay 85% of the incremental property tax increases for the year 2009 in the amount of \$637.50;

(f) Additional rent for failure to pay excess sewer charges in the amount of \$800;

(g) Additional rent for failure to pay excess water charges in the amount of \$750;

(h) Statutory interest and costs of litigation;

(i) Attorney's fees in the amount of 15% the Defendant's indebtedness to the Plaintiff as provided for in the Lease in the amount of \$36,602.92.

10. Pursuant to the terms of the Lease Agreement and as a result of Defendant's failure to pay rent and Defendant vacating the property, no grace period or notice of default is required.

11. As a result of the foregoing defaults, Defendant is indebted to Plaintiff in the amount of \$244,019.50 plus attorneys' fees in the amount of fifteen (15%) percent of the amount of the judgment equaling \$36,602.92, plus interest and costs.

**WHEREFORE**, Plaintiff demands that judgment in money damages be entered in favor of Plaintiff and against Defendant in the amount of \$280,622.42, plus interest and costs.

**BEGLEY, CARLIN & MANDIO, LLP**

By: 

**Michael G. Fitzpatrick, Esquire**  
**Attorney I.D. No. 53079**  
**680 Middletown Boulevard**  
**Langhorne, PA 19047**  
**(215) 750-0110**  
*Attorneys for Plaintiff*

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

JOSEPH ORDINI  
801 New Rodgers Road  
Bristol, PA 19007

: No.

:

vs.

:

CONFESSION OF JUDGMENT  
MONEY DAMAGES

GERALD FLANAGAN a/k/a  
JERRY FLANAGAN d/b/a  
PLAYNATION PARTIES AND  
PLAYGROUNDS  
40 Iroquois Court  
Wayne, PA 19087

:

:

:

Notice Under Rule 2958.1 of Judgment and Execution Thereon

**To: Defendant, Gerald Flanagan a/k/a Jerry Flanagan d/b/a PlayNation Parties and Playgrounds**

A judgment in the amount of \$280,622.42 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this Notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Bucks County Bar Association  
135 East State Street, Doylestown, Pennsylvania 18901  
Telephone: (215) 348-9413 or 1-800-479-8585

**BEGLEY, CARLIN & MANDIO, LLP**

By: 

Michael G. Fitzpatrick, Esquire

Attorney I.D. No. 53079

680 Middletown Boulevard

Langhorne, PA 19047

(215) 750-0110

*Attorneys for Plaintiff*

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

JOSEPH ORDINI  
801 New Rodgers Road  
Bristol, PA 19007

: No.

:

vs.

:

CONFESSION OF JUDGMENT  
MONEY DAMAGES

GERALD FLANAGAN a/k/a  
JERRY FLANAGAN d/b/a  
PLAYNATION PARTIES AND  
PLAYGROUNDS  
40 Iroquois Court  
Wayne, PA 19087

:

:

:

AFFIDAVIT

Joseph Ordini being duly sworn according to law, deposes and says that the judgment for money damages being entered in this matter is not being entered by confession against a natural person in connection with a consumer credit transaction and is not being entered against a natural person in connection with a residential lease.

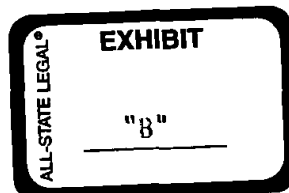
By:

*J. W. Ordini*  
Joseph Ordini

Sworn to and subscribed  
before me this 3rd day  
September, 2009.

*Elaine M. Garvin*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elaine M. Garvin, Notary Public  
Middletown Twp., Bucks County  
My Commission Expires Dec. 15, 2010  
Member, Pennsylvania Association of Notaries



IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

<b>JOSEPH ORDINI</b>	:	<b>No.</b>
801 New Rodgers Road	:	
Bristol, PA 19007	:	
<b>vs.</b>	:	<b>CONFESSION OF JUDGMENT</b>
	:	<b>MONEY DAMAGES</b>
<b>GERALD FLANAGAN a/k/a</b>	:	
<b>JERRY FLANAGAN d/b/a</b>	:	
<b>PLAYNATION PARTIES AND</b>	:	
<b>PLAYGROUNDS</b>	:	
40 Iroquois Court	:	
Wayne, PA 19087	:	

**AFFIDAVIT OF DEFAULT**

Joseph Ordini, being duly sworn according to law, deposes and says that he is the Plaintiff in the within action; and that the Defendant, Gerald Flanagan a/k/a Jerry Flanagan d/b/a PlayNation Parties and Playgrounds has defaulted on its obligations to Plaintiff under the Lease Agreement dated January 2, 2008, as follows:

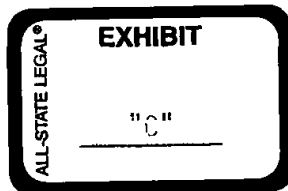
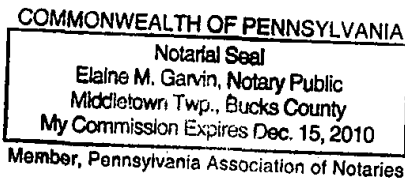
- (a) Defendant has failed to pay rent for the period beginning September 1, 2009; and
- (b) Defendant vacated the premises on or about August 30, 2009.

**WHEREFORE**, Defendant, Gerald Flanagan a/k/a Jerry Flanagan d/b/a PlayNation Parties and Playgrounds, is in default under the Lease Agreement.

By: *Joseph Ordini*  
Joseph Ordini

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of September, 2009.

*Elaine M. Garvin*  
Notary Public





IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

JOSEPH ORDINI : No.  
801 New Rodgers Road :  
Bristol, PA 19007 :  
vs. : CONFESSIO OF JUDGMENT  
: MONEY DAMAGES  
GERALD FLANAGAN a/k/a :  
JERRY FLANAGAN d/b/a :  
PLAYNATION PARTIES AND :  
PLAYGROUNDS :  
40 Iroquois Court :  
Wayne, PA 19087 :

AFFIDAVIT OF NON-RETAIL INSTALLMENT TRANSACTION

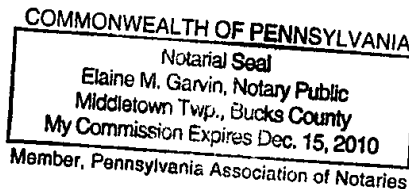
COMMONWEALTH OF PENNSYLVANIA )  
: ss.  
COUNTY OF BUCKS )

I, JOSEPH ORDINI, being duly sworn according to law, depose and say that I am the above-named Plaintiff; that I am familiar with the transaction upon which judgment is being entered by confession and the transaction upon which judgment is being entered by confession is based entirely upon a commercial business transaction and the same does not arise out of a retail installment transaction, contract or account under the Goods and Services Installment Sales Act.

By: Joseph Ordini  
Joseph Ordini

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of September, 2009.

Elaine M. Garvin  
Notary Public



IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

JOSEPH ORDINI  
801 New Rodgers Road  
Bristol, PA 19007

: No.

vs.

:

CONFESSION OF JUDGMENT  
MONEY DAMAGES

GERALD FLANAGAN a/k/a  
JERRY FLANAGAN d/b/a  
PLAYNATION PARTIES AND  
PLAYGROUNDS  
40 Iroquois Court  
Wayne, PA 19087

:

:

:

AFFIDAVIT OF BUSINESS TRANSACTION

COMMONWEALTH OF PENNSYLVANIA )

: ss.

COUNTY OF BUCKS )

I, JOSEPH ORDINI, being duly sworn according to law, do depose and say that I am the above-named Plaintiff and that I am familiar with the transaction upon which judgment is being entered by confession and the transaction upon which judgment is being entered is on a business transaction.

By: *Joseph Ordini*  
Joseph Ordini

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of September, 2009.

*Elaine M. Garvin*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elaine M. Garvin, Notary Public  
Middletown Twp., Bucks County  
My Commission Expires Dec. 15, 2010  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

<b>JOSEPH ORDINI</b> 801 New Rodgers Road Bristol, PA 19007	<b>Civil Action – Law</b> : : :	<b>No.</b>
<b>vs.</b>	:	<b>CONFESSION OF JUDGMENT MONEY DAMAGES</b>
<b>GERALD FLANAGAN a/k/a</b> <b>JERRY FLANAGAN d/b/a</b> <b>PLAYNATION PARTIES AND</b> <b>PLAYGROUNDS</b> 40 Iroquois Court Wayne, PA 19087	: : : :	

**CERTIFICATION OF ADDRESSES**

I hereby certify that the business address of the Plaintiff is as follows:

Joseph Ordini  
801 New Rodgers Road  
Bristol, PA 19007

I further certify that the last known address of the Defendant is as follows:

Gerald Flanagan a/k/a  
Jerry Flanagan d/b/a  
PlayNation Parties and Playgrounds  
40 Iroquois Court  
Wayne, PA 19087

By:

  
\_\_\_\_\_  
Joseph Ordini

DATE: 9-3-09

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

Civil Action – Law

JOSEPH ORDINI	:	No.
801 New Rodgers Road	:	
Bristol, PA 19007	:	
vs.	:	CONFESSION OF JUDGMENT
	:	MONEY DAMAGES
GERALD FLANAGAN a/k/a	:	
JERRY FLANAGAN d/b/a	:	
PLAYNATION PARTIES AND	:	
PLAYGROUNDS	:	
40 Iroquois Court	:	
Wayne, PA 19087	:	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA )  
: ss.  
COUNTY OF BUCKS )

Joseph Ordini, being duly sworn according to law, deposes and says that he is above-named Plaintiff; that to the best of his knowledge, information and belief, the above-named Defendant is not in the military service of the United States of America, or any of its allies; and, that this Affidavit is made in accordance with the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, for the purposes of permitting the entry of a judgment and the issuance of a Writ of Execution against the said Defendant.

By: Joseph Ordini  
Joseph Ordini

Sworn to and subscribed  
before me this 31<sup>st</sup> day  
of September, 2009.

Elaine M. Garvin  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elaine M. Garvin, Notary Public  
Middletown Twp., Bucks County  
My Commission Expires Dec. 15, 2010  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

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JOSEPH ORDINI : No.  
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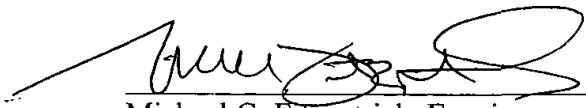
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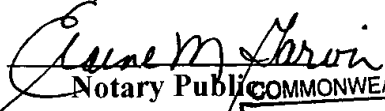
AFFIDAVIT OF NON-CONSUMER CREDIT TRANSACTION PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 2951(a)(2)(ii)

COMMONWEALTH OF PENNSYLVANIA )  
: ss.  
COUNTY OF BUCKS )

Michael G. Fitzpatrick, Esquire, being duly sworn according to law, deposes and says that he is attorney for Plaintiff and that he is authorized to make this Affidavit on behalf of Plaintiff; that judgment is not being entered by confession against a natural person in connection with a consumer credit transaction; and that the warrant of attorney and instrument upon which this instrument is being confessed was given in connection with a commercial transaction.

  
\_\_\_\_\_  
Michael G. Fitzpatrick, Esquire  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of September, 2009.

  
Notary Public COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Elaine M. Garvin, Notary Public  
Middletown Twp., Bucks County  
My Commission Expires Dec. 15, 2010  
Member, Pennsylvania Association of Notaries

**VERIFICATION**

I, JOSEPH ORDINI, verify that the facts and statements contained in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements contained herein are subject to the provisions set forth in 18 P.S. §4904 relating to unsworn falsification to authorities.

By:   
JOSEPH ORDINI

DATED: 9-3-09

# Commercial/Non-Residential Lease for Real Estate

## Lessor's and Lessee's Business Relationships with a PA licensed Brokers

Broker for Lessor  
Address  
Phone & Fax  
Licensee

**The Prestige Group**  
321 South Valley Forge Road, Devon, PA 19333  
Phone: (610) 902-3900 Fax (215) 240-7923  
Richard B. Newbert Phone (215) 378-1565 Email dick42@comcast.net

Broker for Lessee  
Address  
Phone & Fax  
Licensee

n/a  
Phone: \_\_\_\_\_ Fax \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

### THE AGREEMENT

Agreement Date:  
Principals  
Property

January 2, 2008  
This Agreement is between Joe Ordini ("Lessor")  
and Jerry Flanagan dba: PlayNation Parties and Playgrounds ("Lessee")

1. Witnesseth:  
(a) Lessor agrees to let unto the lessee the premises being known as:  
801 New Rodgers Road  
in the Township of Bristol County of Bucks  
in the Commonwealth of Pennsylvania, Zip Code: 19007 with improvements consisting of \_\_\_\_\_

Upon the following terms and conditions, to wit:

- (b) Total rental for the entire term payable to the Lessor \$ 378,000.00  
(c) Payments in advance  Monthly  \_\_\_\_\_ in the amount of \$ 6,000.00  
(d) Cash or check to be paid before possession by lessee which is to be applied on account as follows:
- |                                     |      |      |                 |                 |    |            |
|-------------------------------------|------|------|-----------------|-----------------|----|------------|
| Advance rent _____ to _____         | Paid | \$   | <u>.00</u>      | Due             | \$ | <u>.00</u> |
| On account of final payment of rent | Paid | \$   | <u>.00</u>      | Due             | \$ | <u>.00</u> |
| Security Deposit (see para. 1(f))   | Paid | \$   | <u>6,000.00</u> | Due             | \$ | <u>.00</u> |
| Credit report                       | Paid | \$   | <u>.000</u>     | Due             | \$ | <u>.00</u> |
| Other _____                         | Paid | \$   | <u>.00</u>      | Due             | \$ | <u>.00</u> |
| Other _____                         | Paid | \$   | <u>.00</u>      | Due             | \$ | <u>.00</u> |
| Totals Paid to date                 |      | Paid | \$              | <u>6,000.00</u> |    |            |
| Balance due before possession       |      |      |                 | Due             | \$ | <u>.00</u> |
- (e) Adjusted payment of rent until regular due date, if any \$ .00  
(f) Security Deposit \$ 6,000.00  
(g) Late charge if not paid within the grace period – Five percent (5.0%) \$ 300.00  
(h) Monthly Common Area Maintenance (CAM) Fee \$ .00  
(i) Due date for each payment First day of each calendar month  
(j) Term of this Lease Five (5) years  
(k) Commencement date of this Lease January 1, 2008  
(l) Expiration date of this Lease December 31, 2013  
(m) Required written notice to terminate this Lease One hundred twenty (120) days  
(n) Renewal term if not terminated by either party Five (5) years  
(o) Lease premises will occupy premises ONLY as Retail yard equipment and party center  
(p) Maximum number of occupants under this Lease 50  
(q) Payments to be made promptly when due in lawful money of the United States of America to  
 Lessor  Broker for Lessor  Other \_\_\_\_\_

Lessee(s)

*[Signature]*



Lessor(s)

*[Signature]*

(r) Utilities and services to be supplied and paid for as follows:

Lessor will supply:

- |                                     |  |   |  |
|-------------------------------------|--|---|--|
| <input type="checkbox"/> Cold water | <input type="checkbox"/> Hot Water                 | <input type="checkbox"/> Electric             | <input type="checkbox"/> Gas                     |
| <input type="checkbox"/> Heat & A/C | <input checked="" type="checkbox"/> Property taxes | <input type="checkbox"/> Trash removal        | <input type="checkbox"/> Janitorial              |
| <input type="checkbox"/> Telephone  | <input type="checkbox"/> Oil burner cleaning       | <input checked="" type="checkbox"/> Lawn care | <input checked="" type="checkbox"/> Snow removal |
| <input type="checkbox"/> Internet   | <input type="checkbox"/> Shrubbery care            | <input type="checkbox"/>                      | <input type="checkbox"/>                         |

Lessee will supply:

- |  |   |   |  |
|--|---|---|--|
| <input checked="" type="checkbox"/> Cold water | <input checked="" type="checkbox"/> Hot Water           | <input checked="" type="checkbox"/> Electric      | <input checked="" type="checkbox"/> Gas        |
| <input checked="" type="checkbox"/> Heat & A/C | <input type="checkbox"/> Property taxes                 | <input checked="" type="checkbox"/> Trash removal | <input checked="" type="checkbox"/> Janitorial |
| <input checked="" type="checkbox"/> Telephone  | <input checked="" type="checkbox"/> Oil burner cleaning | <input type="checkbox"/> Lawn care                | <input type="checkbox"/> Snow removal          |
| <input checked="" type="checkbox"/> Internet   | <input type="checkbox"/> Shrubbery care                 | <input type="checkbox"/>                          | <input type="checkbox"/>                       |

Notwithstanding anything herein to the contrary, Lessee will pay cost of any and all repairs of any kind whatsoever occurring after the commencement of this Lease where the individual cost of each repair is less than

\$ 500.00

- (t) No pets or animals of any kind whatsoever will be permitted on or within the herein described premises excepting the following:

Consumer Notice

2.  If either the Lessor or Lessee is an individual, they have received the Consumer Notice as adopted by the Pennsylvania State Real Estate Commission T 49 Pa. Code §35.336 and §35.337.

Addendum

3. The Lessor and Lessee agree for themselves, their respective heirs and successors and assigns to the herein described terms and also to those as set forth below, all of which are to be regarded to as binding and as strict legal conditions.

Special Clauses:

4. The foregoing notwithstanding, the following terms and conditions will apply to this Lease and any options and/or extensions thereof unless otherwise modified in writing between the parties. If there are any conflicts the following language shall apply.
- (a) There will be no rental payment due in January 2008,
  - (b) Lessee will have occupancy of the retail store and current offices on January 1, 2008, the warehouse and pool park, other than as noted below, on February 1, 2008.
  - (c) Rental payments will commence beginning in February, 2008. However, the rental payment for February will be deferred until June, July and August 2008; refer to section 4(d) immediately below.
  - (d) During the first year of the lease, the monthly payments of Six Thousand Dollars (\$6,000) (the "Base Rent") will increased to Eight Thousand Dollars (\$8,000) for the months of June, July and August of 2008, after which they will revert to \$6,000 per month for the balance of the year.
  - (e) The monthly Base Rent will be increased to Six Thousand Five Hundred Dollars (\$6,500) beginning in January 2010.
  - (f) Beginning in 2009, the Lessee, in addition to the Base Rent, will be responsible for Additional Rent of eight-five percent (85%) of the incremental increases in property taxes and property insurance over those charges for 2008 (the "Base Year").
  - (g) Beginning in the first year of the option period, the monthly Base Rent will be increased by Three Hundred Fifty Dollars (\$350), bringing the option period base rent to Six Thousand Eight Hundred Fifty Dollars (\$6,850), exclusive of any Additional Rent payments; refer to section 4(g).
  - (h) Lessor will retain the use of:
    - 1. The angle (east) section of the store plus the current parts room and existing bathroom.
    - 2. The rear yard and side yard abutting Llamberis Street.

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3. Two (2) pools in the current pool park. One will be the existing 10'x20' in-ground pool closest to New Rodgers Road. The above-ground pool's location will be agreed upon by Lessor and Lessee.

- (i) Lessor will ensure Lessee has access to the grade-level and tailgate warehouse doors on an as needed basis.
- (j) Lessee will be permitted to fill-in the two existing in-ground pools closest to the warehouse in the pool park.
- (k) Lessee will be permitted to construct two bathrooms and a kitchenette as an easterly extension of the current offices, but not to exceed 10' in width (approximately 300 sf to 400 sf).
- (l) Lessee will permit Lessor to use a section of the warehouse of the same size as the are of the bathrooms and kitchenette detailed in section 4(k), herein.
- (m) Lessee will be responsible obtaining all required occupancy, construction and other permits required by the Township of Bristol.
- (n) Lessee will install a separate electrical meter for the portions of the premises being leased.
- (o) Lessor will block off the HVAC system for the space being retained by Lessor and Lessee will be responsible for connecting HVAC ducts within the leased portion of the premises.
- (p) Lessee will be responsible for construction of the demising wall between the space Lessor will continue to occupy and that being leased to the Lessee; as well as for the common entrance foyer.
- (q) Lessee will have use of the tall sign located between the pool park and New Rodgers Road
- (r) Lessor will install a sign near the corner of New Rodgers road and Llamberis Street.
- (s) Lessee will be able to place signage lettering over the front windows on the section of the retail premises being leased, including over the common entrance door.
- (t) Lessor will place signage lettering over the front windows of the section of the retail space being retained by Lessor.
- (u) Lessee may place signage on the front of the warehouse.
- (v) Lessor may place signage on the fence east of the building.
- (w) Lessee will provide details for all renovations to the premises and for new signage to Lessor for approval prior to work commencing; with such approvals not unreasonably being withheld.
- (x) Lessor and Lessee will share, on an equal basis, the costs associated with the security, fire and burglary alarms and monitoring services. Lessor and Lessee personnel will be given separate access codes for their respective portions of the premises.
- (y) This Lease may be transferred by the Lessee to a franchisee of the Lessee, subject to (i) Lessee providing Lessor at least thirty (30) days prior written notice of such assignment, (ii) credit information on the assignee and (iii) Lessee remaining on the lease as a guarantor for all financial and other obligations of the Lessee hereunder.
- (z) The Lessee will be granted the right to sub-lease the leased premises, subject to (i) the absolute right to the Lessor to approve any sub-let tenant and (b) sub-let tenants must not compete with any business being operated by Lessor, specifically including, and without limitation, swimming pool and spa sales and/or after-market sales, installation and/or servicing.

Taxes:

- 5. (a) Lessee agrees to pay as rent in addition to the minimum rental herein received, all taxes, sewer rent, garbage and/or trash collection charges assessed imposed upon the demised premises an/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of the making of this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first tax year, as assessed, and each subsequent tax year, as assessed thereafter during the term of this lease including extensions or renewals hereof. The same shall be paid by the Lessee to the Lessor as additional rent on of before sixty (60) days from the Lessor's notice to the Lessee having been delivered as notice of any such tax increase.
- (b) Unless specified herein to the contrary, the percentage of any such tax increases to be paid by the Lessee hereunder shall be that percentage which the rentable square footage of the total building which is being leased by the Lessee.
- (c) Lessee further agrees to pay Lessor as additional rent all increases in fire insurance premium upon the demised premises and/or the building of which the demised premises is a part, due to an increase in

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the rate of fire insurance in excess of the rate on the demised premises at the time of the making of this lease, if said increase is caused by any act of neglect of the Lessee or the nature of the Lessee's business.

- (d) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental of changes for use of sewers, sewer system, sewage treatment works service the demised premises in excess of the yearly minimum of such sewer charges, immediately with the same become due
- (e) During the Term of this Lease, the Lessee will, at its expense, maintain: (i) workers;' compensation in an amount required by law; (ii) employer's liability insurance in the amount of One Million (\$1,000,000.00) Dollars for each accident for bodily injury by accident and Five Hundred Thousand (\$500,000.00) for each employee for bodily injury by disease; (iii) commercial general liability insurance with a per occurrence limit of One Million (\$1,000,00.00) Dollars and a general aggregate of Two Million (\$2,000,000.00) Dollars for bodily injury and property damage on an occurrence basis and containing an endorsement having lessor, its agents, employees and lender as additional insured, a separation of insured provision, a waiver of subrogation in favor of Lessor, its agents, employees and lender, an aggregate limit per location endorsement, a deletion of contractual liabilities exclusion for personal injury and advertising injury liability, and no modification that would make Lessee's policy excess or contribution with Lessor's liability insurance; (iv) special form property insurance covering all of lessee's furniture, fixtures, equipment, both building and standard and Lease improvements and all alterations regardless of who paid for them, and at their full replacement value, showing Lessor as insured as its interest may appear, and containing a waiver of subrogation in favor of Lessor, its agents, and employees containing an ordinance or law coverage endorsement; and (v) business income and extra expense coverage by endorsement to Lessee's property insurance policy or by separate policy for no less than six (6) months of income and continuing expenses, with a waiver of subrogation in favor of Lessor, its agents, employees an lenders, and an off premises endorsement. All policies will be issued by carriers having ratings of Best's Insurance Guide A and VIII or better and admitted to engage in the business of insurance in the Commonwealth of Pennsylvania. All policies must be endorsed to be primary and non-contributing, with the policies of Lessor being excess, secondary and non-contributing. Any policy endorsement form must be approved in advance by Lessor. No policy will be cancelled, non-renewed or materially modified without thirty (30) days' prior written notice by insurance carrier to Lessor. Lessee must immediately notify Lessor in writing if any aggregate limit is reduced below seventy-five percent (75%) of the limit required by this Section because of losses paid. No policy will contain a deductible or self-insured retention in excess of twenty-five Thousand (\$25,000.00) Dollars without the prior written approval of Lessor. If the form of policies, endorsement, certificates or evidence of insurance required by this Section are superseded or discontinued, Lessor will have the right to require other equivalent or better forms. Evidence of insurance coverage required to be maintained by Lessee under this Section, represented by certificates of insurance issued by the insurance carrier, must be on form *Accord 28* "Evidence of Commercial Property Insurance") furnished to Lessor prior to occupying the Leased Premises, and at least thirty (30) days prior to the expiration of current policies. Copies of all endorsements required by this Section must accompany the certificates delivered to Lessor. The certificates will state the amounts of all deductibles and self-insured retentions, and that Lessor will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. If requested in writing by Lessor, Lessee will provide to Lessor a certified copy of any and all insurance policies or endorsements required by this Section. Lessee is responsible for providing insurance to cover all of Lessee's personal and business contents.

**Security Deposit:**

6. The "Security Deposit" as specified in paragraph 1(f) shall be held by the Lessor as security for the performance of all terms, covenants and conditions of this lease and for the cost of any trash removal, housecleaning and the cost of repairs and/or the correction for damage (which is, in the opinion of the Lessor in excess of normal wear and tear); otherwise the Security Deposit or any balance thereof shall be returned after the Lessee has vacated and left the premises in an acceptable condition (following an personal inspection by the Lessor) and surrendered all keys to the Lessor. If the Lessor determines that any loss, damage or injury chargeable to the Lessee hereunder, exceeds the Security Deposit, the Lessor at his option, may retain the said sum as liquidated damages or may apply the sum against any

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actual loss, damage or injury and the balance thereof will be the responsibility of the Lessee. Lessor's determination of the amount, if any, to be returned to the Lessee shall be final. It is further understood and agreed that the said Security Deposit is not to be considered as the last payment under the lease, however, the rights of the Lessor shall not be hindered to retain the Security Deposit, or a portion thereof as payment on account of uncollected rents, if any.

**Affirmative  
Covenants of  
Lessor:**

7. (a) If the Lessee so desires, Lessor, if possible may make available to lessee, without charge, a space in the building for the storage of goods and effects of Lessee. In consideration of the fact that no extra charge is made for the furnishing of such space by Lessor, it is understood that the Lessor shall not be liable for loss or damage to any stored goods or effects through fire or theft or any cause whatever, and Lessee expressly releases Lessor as bailed or otherwise from all claims for any such loss or damage. It is further understood that the use of storage space by the Lessee shall be limited to the time of the Lessee's occupancy, and that the goods and effects left over thirty (30) days after the expiration of Lessee's occupancy may be sold for storage charges at public or private sale without further notice to Lessee.
- (b) The Lessor may furnish additional service not herein provided for but any such services shall be gratuitous unless otherwise agreed and shall not be an obligation of the Lessor or part of the consideration for the rent.

**Place of Payment:**

8. All rents shall be payable without prior notice or demand at the office of the Lessor as specified in paragraph 1(q).

**Affirmative  
Covenants of  
Lessee:**

9. Lessee covenants and agrees that he will without demand:
- (a) Pay the rent and all other charges herein reserved as rent of the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any charges, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by legal process in the same manner as rent due in arrears.
- (b) All rental payments are due and payable on the due date as specified in paragraph 1(i) of this agreement or within five (5) days thereafter (the "Grace Period"), without penalty. However, after 5:00PM on the fifth (5<sup>th</sup>) day after the due date as aforementioned, any rental payment not receive in full will be subject to a late charge. Payments not made on or before 5:00pm on the tenth (10<sup>th</sup>) day after the due date, together with the late charge, may be referred to Magistrate of Justice of the Peace for the collection and/or ejection.
- (c) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all broken glass, doors, etc; keep all waste and drain pipes open; repair all damages to plumbing and to the demised premises; in general, keep the same in as good order and repair as they are at the beginning of the term of this lease, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of the lease.
- (d) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinances or regulations applicable to Lessee or his use of the demised premises, and save Lessor harmless from penalties, fines costs or damages resulting from the failure to do so.
- (e) Use every reasonable precaution against fire.
- (f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office, all keys for the demised premises, with all trash and personal belongings removed and building(s) broom-swept clean.
- (g) Give the Lessor prompt written notice of any accident, fire or damage occurring on or to the demised property.
- (h) Promptly pay for all gas and electricity, water, heat, lawn care and services consumed in the herein demised premises during the continuance of this lease if so specified in paragraph 1(r); and should Lessee fail to make these payments when due, Lessor shall have the right to settle therefore, such sums to be considered additional rent and collectable from Lessee, as such, by distress or other process and

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to have all the priorities given by law to claims for tent.

- (i) Indemnify and save Lessor harmless from any and all loss occasioned by Lessee's breach of any of the covenants, terms and conditions of this lease, or caused by his family, guests, visitors, agents and employees.

**Negative Covenants of Lessee:**

- 10. Lessee covenants and agrees that he will do none of the following things without the consent in writing of Lessor;
  - (a) Occupy the demised premises in any other manner or for any other purpose that as set forth in paragraph 1(o).
  - (b) Assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, of any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease of such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant.
  - (c) Place or allow to be placed any stand, booth, sign or show case upon the doorstep, vestibules, or outside walls or pavements of said premises, or painting, place, erect to cause to be painted, placed or erected any sign, projection of device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has not been granted and restore the walls, etc; to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies give to Lessor in case of a breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, projection of devise, and restoring said walls, etc; to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.
  - (d) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner termination of this lease and become property of Lessor, unless Lessor shall, prior to the termination of this lease, have given written notice to Lessee to remove same, in which event, Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are, Should Lessee fail to do so, Lessor may do so, collecting, at Lessor's option, the costs and expenses thereof from Lessee as additional rent.
  - (e) Use or operate any machinery that, in the Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.
  - (f) Place any weights in any portion of the demised premise beyond the safe carrying capacity of the structure.
  - (g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on any building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rates as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have been benzene or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies give to Lessor in case other breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.
  - (h) Remove or attempt to remove or manifest an intention to remove Lessee's goods from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.
  - (i) Vacate or desert said premises during the term of this lease, or permit the same to be empty or unoccupied.

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**Vacate Premises Upon Removal:**

11. The Lessee agrees that if, with the permission in writing of the Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises, prior to the expiration of this lease, or any renewal hereof, lessee will not cause or allow any broker to work with Lessee in any sub-letting or reletting of the demised premises other than a broker approved by Lessor, and that should Lessee do so, or attempt to do so, that Lessor may remove any signs that may be placed on or about the demised premises by such other broker without any liability to Lessee or to said broker, the Lessee assuming all responsibility for such action.

**Lessor's Rights of Inspection of Premises and Rules and Regulations:**

12. Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:
- (a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.
  - (b) At any time or times and from time to time make such rules and regulations as in his judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Such rules and regulations shall, when notice thereof is given to Lessee, for a part of this lease.
  - (c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to terminate this lease, or at any time within six (6) months prior to the expiration of this lease, a "For Lease" or "For Rent" sign, or both "For Rent"/"For Lease" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises and Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises Monday through Saturday between the hours of 11:00AM and 8:00PM.

**Discontinuance of Service:**

13. (a) In the event the demised premises is totally destroyed or so damaged by fire or other casualty not occurring through the fault or negligence of the Lessee or those employed or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term
- (b) If the damage caused as above be only partial and such that the premises can be restored to their former condition within a reasonable time, the Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.
- (c) Lessor shall not be liable for any damage, compensation or claim be reason of inconvenience or annoyance from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

**Representation of Condition:**

14. The Lessor has let the demised premises in their present condition and without any representation on the part of the Lessor, in officers, employees, servants and/or agents. It is understood and agreed that the Lessor is under no duty to make alterations at the time of letting or at any time thereafter.

**Miscellaneous Agreement and Conditions:**

15. (a) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to alterations, additions, improvements or repairs, not the failure of Lessor to make such alterations, additions, improvements or repairs shall in any way affect the payment of the rent of said other charges at the time specified in this lease.
- (b) It is hereby covenanted and agreed, any law, usage or custom to be the contrary notwithstanding, that Lessor 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 Lessor in refraining from so doing at any time or times; and further, that the failure of the Lessor at anytime or times to enforce its rights under said covenants and provisions strictly in accordance with the same and not be construed as having created a customer in any way or manner contrary to the specific terms, provisions, covenants of this lease or as having in any way or manner modified the same.

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- (c) In the event of the failure of Lessee promptly to perform the covenants of paragraph 9(c) hereof, Lessor may go upon the demised premises and perform such covenants, the costs thereof, at the sole option of Lessor, to be charged to Lessee as addition and delinquent rent.

**Remedies of Lessor:** 16.

If the Lessee:

- (a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agree to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee; or
- (b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or
- (c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or
- (d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition of bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any due process of law, then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon ipso facto and without entry or other action by Lessor; or
- (d1) The rent for the entire unexpired balance of the term of this leases , as well as all other charges, payments, costs and expenses herein agreed to be paid by Lessee, or at the option of Lessor any part thereof, and also all costs and officers' commissions including watchmen's wages and further include the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all instruments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments taxes costs and expenses were on that date payable in advance; and if this lease or any part thereof is assigned, or if the premises or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignee or sub-lessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay unpaid balance of rent due hereunder; or in the event of any of the foregoing at any time at the option of the Lessor; or
- (d2) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any conditions; term or covenant broke; Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises, for the residue of said term.


17. In the event of any default as aforesaid, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

- (a) May lease said premises or any part thereof to such person or persons as may in Lessor's discretion seem best and Lessee shall be liable for any loss of rent for the balance of the then current term.
- (b) Any re-entry or re-letting by Lessee under the terms hereof shall be without prejudice to Lessor's claim for damages and shall under no circumstances release Lessee from liability for such damages arising out of the breach of any of the covenants, terms and conditions of this lease.

**Zoning:**

18. It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make use of the premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by lessee under any Zoning Ordinances or Regulations, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinances or Regulations.

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**Confession of Judgment:**

19. If rent and/or charges reserved as rent shall remain unpaid on any day when the same should be paid Lessee hereby empowers any Prothonotary or attorney of any Court of Record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent Court an amicable action or actions for the recovery of rent or other charges or expenses, and in said suits or in said amicable action of actions to confess judgment against Lessee for all or any of the rent specified in this lease and then unpaid including, at Lessor's sole option, the rent for the entire unexpired balance of the term of this lease, and/or other charges, payments, costs and expenses reserved as rent or agreed to be aid by Lessee, and for interest and costs together with an attorney's commission of fifteen percent (15%). Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of the lease.

**Ejectment:**

20. When this lease shall be determined by condition broken, either during the original term of this lease or any renewal of extension thereof, and also when and as soon as the term hereby created of any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any court of competent jurisdiction an amicable action and judgment in ejectment against the Lessee and all persons claiming under Lease; for the recovery of possessions of the herein demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor do desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee. Lessor shall have the right upon and subsequent default or defaults, or upon the termination of this leases as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession for the said premises.

**Affidavit of Default:**

21. In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this lease (and of the truth of the copy of such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, and rule of court, custom or practice to the contrary notwithstanding.

**Remedies Cumulative:**

22. All of the remedies herein given to the Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease or the taking of recovering of the premises shall deprive the Lessor of any of its remedies or action against Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there has been no termination, or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no termination, nor shall the waiver of the right to obtain possession of the premises.

**Subordination:**

23. This Agreement of Lease and all of its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession under which the Lessor is in control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or building of which the demised premises are a part to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land an/or buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or other wise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

**Condemnation:**

24. In the event the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall be abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event, the Lessee waives all claims against the Lessor by reason of the complete termination of this lease by reason of the aforesaid.

**Termination of**

25. It is hereby mutually agreed that either party hereto may terminate this lease at the end of the said term

Lessee(s)

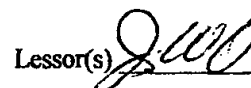
Lessor(s)

- Lease:** by giving to the other party prior written notice thereof in accordance with paragraph 1(l), but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration or the term hereof as are herein contained for a further period as specified in paragraph 1(n), and so on from renewal to renewal unless or until termination by either party hereto, giving the other the aforementioned written notice for renewal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the same terms herein mentioned, any allowance given Lessee on the rent during the original term should not exceed beyond such original term, and further provided, however, that if the Lessor shall have given such written notice prior to the expiration of any term hereby created, of its intention to change the terms and conditions of this lease, and Lessee shall not within thirty (30) days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term, Lessee shall be considered as a lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event Lessee shall give notice, as stipulated in this lease of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse to vacate the same on the date designated by such notice, then iris expressly agreed that Lessor shall have the option either (a) to disregard the notice as having no effect, in which case the terms and conditions of this leases shall continue hereafter with full force precisely as if such notice had not been given or (b) Lessor may, at any time within thirty (30) days after the present term or any renewal or extension thereof, as aforesaid, give said Lessee ten (10) days written notice of his intention to terminate the said lessee whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten (10) days specified in said notice. All powers granted to the Lessor by this lease may be exercised and all obligations imposed on Lessee by this leases shall be performed by lessee as well as during any extension of the original term of this lease as during the original term itself.
- Inability to Give Possession:** 26. If the Lessor is unable to give the Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefore, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended.
- Additional Rent:** 27. Lessee agrees to pay as additional rent any and all sums which may become due by reason of the failure of the Lessee to comply with any of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee of failure on his part to comply with the covenants of this lease, and also any and all damages to the demised premises caused by any act or neglect of the Lessee, his guests, agents, employees or other occupants of the demised premises.
- Notices:** 28. All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the demised premises, but notices given by Lessee to Lessor must be given by certified mail, and as against Lessor the only admissible evidence that notice has been given by Lessee shall be a certified return receipt signed by Lessor or his agent; with copies to the respective real estate licensees.
- Right to Enforce:** 29. The Lessor shall have the right at all times to enforce any or all the covenants and provisions of this lease, notwithstanding the failure of the Lessor at any previous time, or times, to enforce his rights under any of the covenants of this lease.
- Definition of Lessor and Lessee:** 30. The word "Lessor" as used herein, shall include the Owner and landlord, whether Person, Firm or Corporation, as well as the Heirs, Executors, Administrators, Successors and Assigns, each of whom shall have the same rights, remedies, powers, privileges and obligations as though he, she, it or they had originally signed this lease as Lessor, including the right to proceed in his, her, its or their own name to enter judgment by confession, or other wise. The word "Lessee" as used herein, shall include Tenant, whether Person, Firm or Corporation, as well as the Heirs, Executors, Administrators, Successors and Assigns, each of whom shall have the same rights, remedies, powers, privileges, and shall have no other liabilities, rights, privileges or powers than he, she, it or they would have been under or possessed had he, she, it or they originally signed the lease.
- Broker:** 31. It is expressly understood and agreed between the parties hereto that the herein named Broker, his salesmen and employees or any office or partner of the cooperating broker are acting as Broker only and will in no case whatsoever be held liable either jointly or severally to either party for the

Lessee(s)



Lessor(s)





performance of any term or covenant of this agreement or for damages for the nonperformance thereof.

**Heirs and Assigns:** 32. All rights and liabilities herein given to, or imposed upon, or waivers of the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be then deemed taken to mean each and every person or party mentioned as a Lessee herein, be the same one of more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by 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 assigned of the Lease unless the assignment of such assignee has been approved by the Lessor in writing as aforesaid.

**Lease Contains Entire Agreement:** 33. The Lessor and Lessee hereby agree that this lease sets forth all the promises, agreements, conditions and understandings between the Lessor or Broker for the Lessor and the Lessee relative to the demised premises and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth, and any subsequent alteration, amendment, change or addition to this lease shall not be binding upon the Lessor or Lessee unless reduced to writing and signed by them.

**Severability:** 34. If any section, subsection, sentence, clause, phrase or requirement of this lease is contrary to law or laws subsequently enacted, of should be found contrary to laws during the term of any renewal or extensions thereof, the validity of the remaining portions shall not be affected thereby. The parties hereby agree that they would have agreed to each section, subsection, clause, sentence, phrase or requirement herein irrespective of the fact that one or more sections, subsections, clause, sentence, phrase or requirement was contrary to law or during the term of any renewal of extension thereof or are found to be contrary to the law.

**Descriptive Headings:** 35. The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights and obligations of the parties.

**Notice to Parties:** When signed, this Agreement is a binding contract. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

**Approval:** In witness whereof, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals as of the day any year set forth above.

Agreed and Accepted:

Lessor:

J. W. Ordini

Signed

J. W. Ordini

Date

Lessee:

GERALD FLANAGAN

Signed

G. Flanagan

Date

1-3-08

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Lessor(s)


J. W. Ordini

I, Jerry Flanagan, hereby personally guarantee all of the Lessee's, PlayNation Parties and Playgrounds', financial and other obligations under this lease. I agree to be held personally liable for all indebted amounts due under this agreement.

GERALD FLANAGAN

Signed 

Date 1-3-08

Lessee(s) 

Lessor(s) 