

## AGREEMENT OF LEASE FOR PARKING

THIS IS AN AGREEMENT OF LEASE FOR PARKING, made this 16<sup>th</sup> day of September, 2025, between **TRAN PARK LP** of 225 W. Reliance Rd., Telford PA 18969 (the "Landlord"), and **C & D PROPERTIES, LLC**, of PO Box 64074, Souderton PA 18964, Pennsylvania, or its successors and assigns (the "Tenant"). This lease amends and replaces any prior lease between Towne Answering Service and the Landlord ("Prior Lease") which the parties acknowledge is paid through December 31, 2025.

### Background

Landlord is the title owner of property located at 200 N. Main St, Souderton, Pennsylvania 18964 (the "Leased Property"). Tenant is the title owner of adjacent property located at 208 N. Main St, Souderton PA 18964 (the "Tenant Property"). Tenant desires to enter into a leasehold agreement for the rental of SIX (6) certain parking spaces at the **Leased Property** to be used for the benefit of the Tenant and Tenant's own tenants, guests, invitees, and other third parties needing parking in connection with any use at the Tenant Property, which is a mixed commercial-residential building containing multiple tenants.

In consideration of the mutual covenants herein contained, and intending to be legally bound, Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Six (6) parking spaces (hereafter, the "Leased Spaces") located on the Leased Property, as set forth on the plans attached hereto as Exhibit A. Tenant shall have the right of ingress and egress through the Property to the Leased Spaces and may use the parking in support of the Tenant Property, fully and without restriction of any kind other than conditions in this lease.

2. **Term of Lease.** The initial term of this Lease shall be Five (5) Years and three (3) months, beginning October 1, 2025 and ending December 31, 2030. If, prior to sixty (60) days before the end of the term herein, the Landlord gives the Tenant written notice that this lease term will terminate, then this lease will end at the end of the term herein (subject to any Tenant option). If no such notice is given timely, then this lease will automatically renew for a one (1) year additional term, and shall continue so renewing year-to-year unless, prior to sixty (60) days prior to the end of the then-current renewal or option term, a notice is given by Landlord to Tenant that the term will not renew. Any renewals shall be subject to any rent adjustments described herein.

3. **Option.** In addition to any other rights herein, Tenant, or Tenant's successors or assigns, shall have one (!) option to renew the term herein for a term of Five (5) years, by

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sending written notice of an intent to exercise the option to Landlord at least sixty (60) days prior to the end of the initial term herein. Provided Tenant is not otherwise in default, the term shall be so renewed for Five (5) years, subject to any annual rental adjustments below.

4. **Rent.** The Parties agree that the first three (3) months of the term have been previously paid. The first annual rent payable to Landlord shall be EIGHT HUNDRED DOLLARS (\$800.00), due the 1<sup>st</sup> day of January 2026. Subsequently, each annual payment shall be increased by 1.5% per year, as follows: January 1, 2027, \$812; January 1, 2028, \$824.18; January 1, 2029, \$836.54; January 1, 2030, \$849.09. For any extension or option periods, the rent shall continue to increase, annually, at 1.5%, as of the 1<sup>st</sup> of January in any extension or option year.

5. **Items Left in Vehicle.** Landlord shall not be responsible for damage or loss to possession or items left in Tenant's vehicles or the vehicles of any party connected to Tenant as a tenant, successor, assign, guest or otherwise.

6. **Damage to Vehicle.** Landlord shall not be responsible for damage to Tenant's vehicles or the vehicles of any party connected to Tenant as a tenant, successor, assign, guest or otherwise, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.

7. **Damages and Loss of Equipment.** Tenant is responsible to maintain the Leased Property in its current condition and to repair damage to the parking area caused by Tenant's use or the use by any party connected to Tenant as a tenant, successor, assign, guest or otherwise, excluding normal wear and tear caused by average and typical use over the course of this lease.

8. **Maintenance.** Tenant is responsible for removal of trash and snow from the leased premises.

9. **Indemnity.** Both parties indemnify and hold each other harmless from and against any and all claims, demands, actions, causes of actions, penalties, judgments, court costs, reasonable attorney's fees and liabilities of every kind and description for injury to and death of persons and damage to and loss of property which are caused by, arise from or grow out of either party's use or occupancy of the Leased Property, or any act or omission of the Tenant, its employees, agents, or servants, and area not caused in whole or in part by the other party hereto.

10. **Liability Insurance.** Both parties will maintain adequate liability insurance covering personal injury or property damage relating to the Leased Property and will agree to provide proof thereof to each other upon reasonable request. Both parties waive subrogation against the other.

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11. **Binding Agreement.** This Agreement shall bind both parties, their successors, executors, assigns, and representatives. This Agreement is intended to run with both parcels and shall be enforceable against and/or assigned to any subsequent owner of either the Leased Property or the Tenant Property. This agreement represents the whole agreement between the Parties as to the Leased Premises and shall be interpreted in accordance with the laws of Pennsylvania.

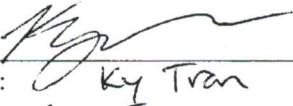
[ SIGNATURES ON FOLLOWING PAGE ]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

**TRAN PARK LP** of 225 W. Reliance Rd., Telford PA 18969 (the "Landlord"), and **C & D PROPERTIES, LLC**

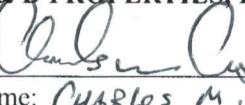
LANDLORD

**TRAN PARK LP, by its General Partner  
KMT Properties LLC**

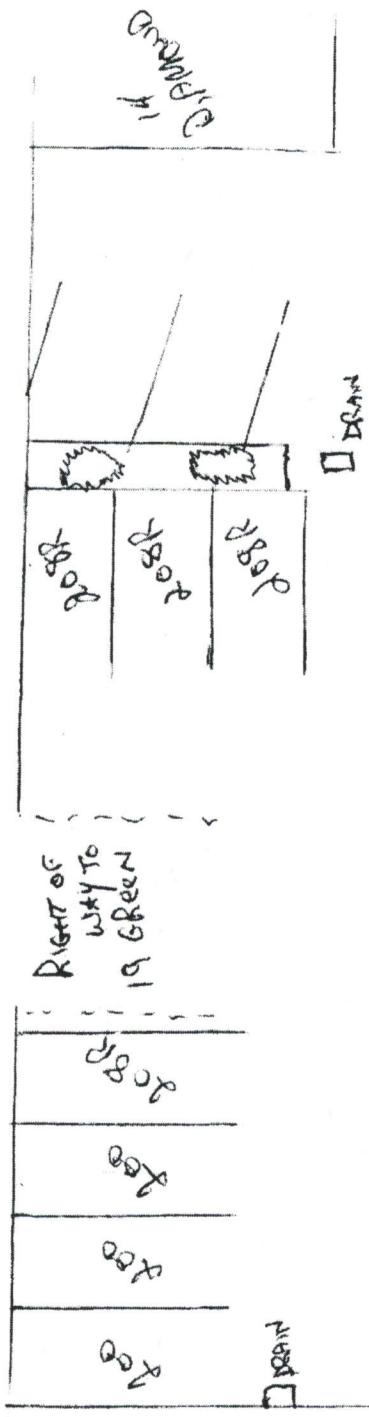
By:   
Name: Ky Tran  
Title: Owner

TENANT

**C & D PROPERTIES, LLC**

By:   
Name: Charles M. Brown  
Title: Member

## Exhibit A



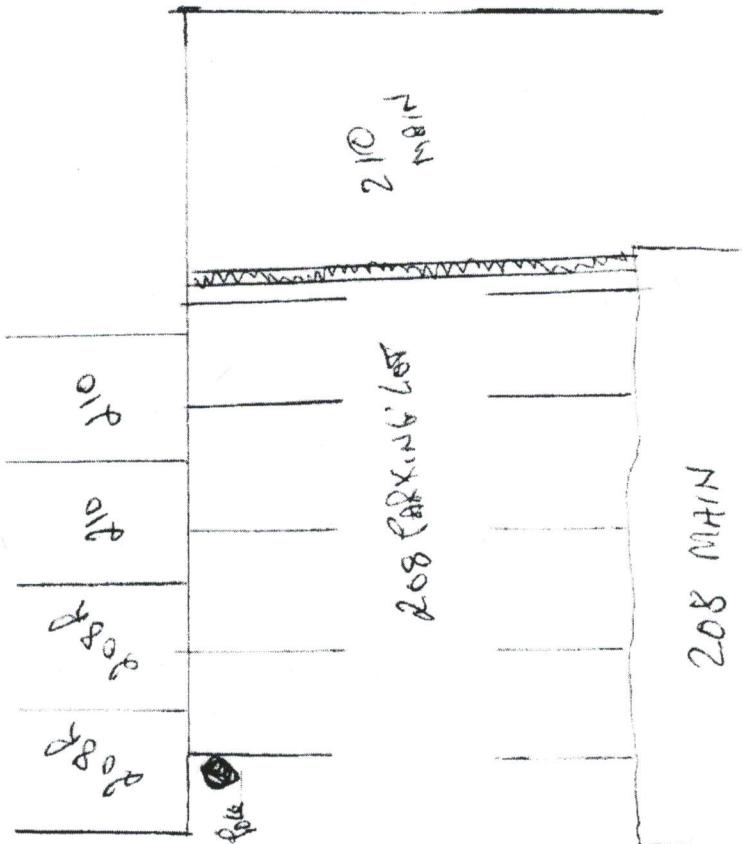
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\* SPACES MARKED

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DESIGNATED BY THIS  
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