

Commercial Lease

6712 Rising Sun Avenue Units 4, 2nd Floor

This lease is made between Estate of Marie M. Cairone, John A. Cairone, Executor Property Owner and/or Assigns, P.O. Box 21, Cheltenham, PA 19012 herein called Lessor and or assigns, and South Philadelphia Chiro and Rehab, LLC, doing business as Advantage Medical and Rehabilitation herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Philadelphia, County of Philadelphia, State of Pennsylvania, described as 6712 Rising Sun Avenue; Units # 4. upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of Five (5) years and two months, commencing November 1, 2020, and terminating on December 31, 2025 or sooner as provided herein at the current annualized rental rate of Twenty-Six Thousand, Eight Hundred Twenty-Seven Dollars and Fifty Cents \$ 26,827.50 payable in equal installments in advance on the first day of each month for that month's rental, during the 1st year term of this lease. Cam (reimbursement) Fees shall be paid at the same time as rent payment in advance on the first day of each month for that period by separate check or money order for the scheduled cam fee amount hereon as set \$916.00 per month. All rental and cam payments shall be made to Lessor, at the address specified hereon and above. All subsequent years' rental and cam fees during this lease term shall be at the rates indicated on the schedule in terms and rent 2a. The rentable square feet of the premises is 1,533.

- a. **Terms of Rent and Cam in succeeding year(s) of this lease term.** Lessor continues to demise premises in years two and three subject to an annual 3% increase per year as evidenced by the following schedule:

YEAR 1		
Current Rate Unit 4, 2 nd Floor	November 2020	\$0.00
	December 2020	\$0.00
	January 1-15 th	\$0.00
Monthly Jan 16 th (prorated) 2021 to October 31, 2021		\$2,235.63
Year 2		
November 1, 2021-October 31, 2022 Monthly		\$2,302.70
Year 3		
November 1, 2022-October 31, 2023 Monthly		\$2,371.78
Year 4		
November 1, 2023-October 31, 2024 Monthly		\$2,442.93
Year 5		
November 1, 2024-December 31, 2025 Monthly		\$2,516.22
Current Cam (Reimbursement) Fees 2020-2021		
Unit 4	2ndFloor	Monthly
		\$916.00
Rent:		
Year one annual Lease Rate	\$26,827.50	
Year two annual Lease Rate	\$27,632.40	
Year three annual Lease Rate	\$28,461.36	
Year four annual Lease Rate	\$29,315.16	
Year five annual Lease Rate	\$30,194.64	

Lessee shall assume responsibility for paying all cam fees for each unit(s) 4 which is currently \$ 916.00 per unit (see schedule attachment) based on an agreement between Lessor and Lessee. Annually reviewed and reset on any renewals after this renewal.

2. **Use.** Lessee shall use and occupy the premises for Chiropractic and Rehabilitation Care Services including associated uses and office uses. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessor shall be responsible for all repairs or replacements required, including without limitation, the roof, exterior walls, structural foundations, elevator, electrical wiring, plumbing and heating and air conditioning which shall be maintained by Lessor in a first-class manner. Lessor shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery. Lessor shall replace any damaged carpet tile prior to Lessee taking occupancy.
- *4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed, make any alterations, additions, or improvements, in, to or about the premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessor shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Building and common areas, including Americans with Disability Act.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Approvals Contingency.** Lease is contingent on City and State Approvals for use as a Chiropractic and Rehab Facility. Which Approvals are an allowable use in this zoning district a copy of license to practice to be obtained and maintained on file from original lease period and through any renewal period(s).
8. **Utilities.** All applications and connections for necessary utility services to and on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, cable, Internet, Security Alarm and Telephone services. In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice unless covered under the CAM services fees as stated in this lease. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessors' reasonable opinion, overload the wiring or interfere with electrical services to other tenants. If Lessee does not have accounts with applicable utilities in name of operating entity or personally, deposits to utilities may be required. **Refer to Common Area Expense Clause 19.**

9. **Entry and Inspection.** Lessee shall permit Lessor or Lessors' agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
10. **Parking.** During the term of this lease, Lessee shall have the **use of Two (2) exclusive parking spaces designated for Lessee**; other tenants of the building acknowledging this (From Start 2 Finish), tenants use; their guests and invitees, of the non-reserved common automobile parking areas, driveways, and foot ways, including front driveway ramp area subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby leases from Lessor N/A spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental N/A Dollars (\$N/A) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals. Parking area or rear lot is reserved for use of Lessee subject to Lessee providing safe surfaces and containment.
11. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within fifteen (15) days of the commencement of the term hereof. Note: Possession for this lease is being coordinated between Lessee and Lessor in this lease and they are cooperating and communicating as Lessee in this lease will be operating business operations.
12. **Indemnification of Lessor.** To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence due to Lessee's negligence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.
13. **Insurance.** Lessee, at their expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a fifteen-day (15 day) written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

Lessee shall obtain and keep in force comprehensive public liability insurance insuring the Lessor against any liability arising out of use, Occupancy or maintenance of the Premises by the Lessee or its officers, employees, agents, visitors or program participants. Insurance coverage shall be in the amount of not less than \$1,000,000 for injury to or death of one or more persons in any one accident or occurrence. Such insurance shall further insure the Lessor, the Lessee and the Lessor against liability for property damage of at least \$50,000 and in such circumstance Lessor's policy will be in excess over Lessee's policy.

Lessee shall deliver to Lessor Ten (10) Days prior to occupancy of premises any certificates of insurance naming Lessor as Additionally Insured per the terms of this lease. Renewal of any insurance coverage and certificates shall be delivered to Lessor Ten (10) Days prior to their expiration and renewal to evidence continuous insurance coverage. Policies shall be issued by companies satisfactory to the Lessor and by companies recognized and rated to provide such coverage for the subject risk.

Lessor, in addition to any other remedy available pursuant to this lease or otherwise, may, but shall not be obligated to, obtain such insurance and Lessee shall pay to Lessor on demand the premium costs thereof, plus an additional fee of 15% for administration and procurement of such insurance coverage.

14. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
15. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
16. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within Five (5) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such Fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than Thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
17. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of Two Month's Rent or Four Thousand, Four Hundred seventy-one dollars and twenty-five cents (\$4,471.25) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.
18. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City,

County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to N/A percent (N/A%) of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. **REFER TO COMMON AREA EXPENSE CLAUSE 19 IF APPLICABLE.**

19. **Common Area Maintenance (CAM) and Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area. Common Area Charges have been outlined to Lessee and are to be paid each month with the rental payment when lease commences. The current Common Area Maintenance (CAM) Charges are \$ 916.00 in total (\$ 916.00 per unit per month) for Units # 4. Current CAM Charges encompass elevator maintenance and service fees, snow plowing and salting as required, landscaping, common trash bin use, common area fire alarm maintenance, common stairwell maintenance and common area electric and lighting such as stairwells, owner building insurance, real estate taxes, use and occupancy taxes, dumpster tag fees, management fees, exterminating fees and water and sewer. CAM Charges and Costs which comprise CAM Charges are to be reviewed each calendar year and adjusted as appropriate uniformly divided between six (6) unit's numbers 1 through 6. CAM charges shall be paid by check or money order separate from rental payment.

CAM charges for the initial lease period will commence November 1, 2020 and remain at \$916.00 for the balance of the initial lease period and per negotiated agreement for 2020-2023 Annualized review after 2021 and step up cam fees per Lessor and Lessee agreement in years 2021 on.

20. **Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
22. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
23. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
24. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease (known as first renewal option) for an additional term of Three (3) Years at 3% increase per annum (year) commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of the 3% annual increase divided monthly. The option shall be exercised by written notice given to Lessor not less than Sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. CAM fees shall be set firm as per unit divided equally among all rental units per CAM schedule annually reviewed incorporating any increases of individual cam services. Notice to tenant each year given by schedule of breakdown items and their respective costs reimbursable.

A second renewal option (provided that Lessee is not in default in the performance of this lease) Lessee shall have the option to renew the lease again after expiration of the first renewal period, (known as second renewal option) for an additional term of Three (3) Years at 3% increase commencing at the

expiration of the first renewal lease term. All of the terms and conditions of the lease shall apply during the second renewal term except that the monthly rent shall be the sum of the additional 3% increase divided monthly. The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the expiration of the first renewal lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. The same CAM Fee review as per 1st renewal shall be used for second renewal term.

25. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

26. **Other Areas:** Lessee has use of the Storage Bins #4 in basement.

Note: Stored items that are small must be in containers. Larger items must be clean and stored safely. Stored items should be elevated from floor on skids or other. Fire sprinkler heads must have 18" clearance. Be cautious not to disturb or bump fire sprinkler heads. Lessor upon request by Lessee provide storage shelving placement for storage units to assist in organizing lessee's stored items. Lessee shall contract or pay Lessor for the storage shelving and placement. Lessor will provide labor to initially organize the 1st time the stored items to assist Lessee.

27. **Other Provisions:** Lessor has in a cooperative effort to help Lessee promote their business; provide the Lessee back round flat panel sign /plates or digital option(s) to be explored and front bldg. entrance signage area as available. Signage provided at Lessees' expense or shared expense if common signage with other tenants. Lessee shall have exclusive use of the existing sign until Lessor obtains a tenant for the 3rd floor in which event the signage shall be shared.

28. **Units #5 and #6 option.** Tenant has asked for the first right of refusal for the space known as Units #5 and #6 in this same building. The first right of refusal and exercise date shall be per experience by offers and property visits. Lessee will be informed of any pending offers for such space so they may exercise their first right of refusal.

29. **Parties to Lease and Notices:** All Notices are to be made in writing and sent by Certified or Overnight Mail.

Lessor:	Estate of Marie M. Cairone Contact Information for: John A. Cairone P.O. Box 21 Cheltenham, PA 191012 Contact no. Cell # 267-246-6032 or Emergency 24/7 Office 267-246-6032 E-Mail: johncair@comcast.net
Lessee:	South Philadelphia Chiro and Rehab, LLC Dr. Mitchell Harding, Managing Member EIN: 85-3642343 2041 Appletree Street Philadelphia, Pa 19103 Dr. Mitchell Harding contact no.: 570-764-0528 Emergency Contact No. 570-764-0528 E-Mail: backcracker@hotmail.com
Copies to:	Premises, 6712 Rising Sun Avenue, Unit # 4 – 2 nd Floor

30. **Brokers.** Lessor acknowledges that Newmark represents Lessee and will be paid a four (4%) percent

commission on the total Rent (including CAM) of \$7,948.10 to be paid in three equal installments of \$2,649.37 with first payment due on full execution of the Lease, second payment due on December 1, 2020 and third payment due on January 1, 2021.

31. **Counterparts.** This Lease may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Lease and signature pages by electronic transmission shall constitute effective execution and delivery of this Lease for all purposes, and signatures of the parties hereto transmitted and/or produced electronically shall be deemed to be their original signature for all purposes.
32. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Signed this 11 day of November, 2020.

Estate of Marie M. Cairone

By: [Signature]
Name: JOHN A. CAIRONE
Title: owner/property executor

Witness

[Signature]

South Philadelphia Chiro and Rehab, LLC

By: [Signature]
Name: Dr. Mitchell Harding
Title: Managing Member

Witness

[Signature]

commission on the total Rent (including CAM) of \$7,948.10 to be paid in three equal installments of \$2,649.37 with first payment due on full execution of the Lease, second payment due on December 1, 2020 and third payment due on January 1, 2021.

31. **Counterparts.** This Lease may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Lease and signature pages by electronic transmission shall constitute effective execution and delivery of this Lease for all purposes, and signatures of the parties hereto transmitted and/or produced electronically shall be deemed to be their original signature for all purposes.
32. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Signed this 29th day of October, 2020.

Estate of Marie M. Gekone

By: [Signature]
Name: John A. Gekone
Title: Common Property Manager/Executor

Witness

[Signature]

South Philadelphia Chiro and Rehab, LLC

By: _____
Name: Dr. Mitchell Harding
Title: Managing Member

Witness
