

LEASE

This Lease (this “Lease”) is executed this _____ day of October, 2024, but shall be deemed to have an “Effective Date” of January 1, 2023 (the “Effective Date”) by and between **PINE STREET PRESBYTERIAN CHURCH**, a Pennsylvania nonprofit corporation, having an address of 310 N. Third St. Harrisburg, PA 17101 (“Landlord”) and **DOWNTOWN DAILY BREAD**, a Pennsylvania nonprofit corporation, having an address of 234 South St. Harrisburg, PA 17101 (“Tenant”). Landlord and Tenant are also sometimes referred to herein, collectively, as the “Parties,” or individually as a “Party.”

Recitals:

WHEREAS, Landlord owns and desires to lease to Tenant that certain property, located in Dauphin County, Pennsylvania having an address of 234 South St., Harrisburg, PA, 17101 and designated as parcel number 04-007-003-000-0000 on the tax maps of Dauphin County and any improvement thereon including that approximate 15,250 square foot three-story building constructed thereon (collectively referred to herein as the “Premises”); and

WHEREAS, Tenant desires to lease the Premises from Landlord, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

Section 1. Incorporation. The recitals are incorporated herein by this reference and made a part hereof.

Section 2. Premises. Landlord leases to Tenant the Premises, for and upon the purposes, terms, and conditions stated in this Lease which Landlord and Tenant hereby covenant and agree to abide by and perform.

Section 3. Lease Term. The term of this Lease shall consist of ten (10) years commencing on January 1, 2023, (the “Commencement Date”) and continuing until December 31, 2032 (the “Term”). Provided, however, that if Tenant is not then in default of the terms and conditions of this Lease, Tenant shall have the option to renew this Lease for an additional term of ten (10) years, on the same terms and conditions. If Tenant desires to exercise said option, Tenant shall give written notice to Landlord not less than six (6) months prior to the expiration of the initial Lease Term. Tenant may, however, terminate this lease before the end of the term or the renewal thereof, by providing 12 months written notice to Landlord. Should Tenant exercise its Option to Purchase the Premises or its Right of First Refusal to purchase the Premises, the Lease will terminate upon conveyance of title pursuant to that exercise.

Section 4. Rent.

(a) **Base Rent.** For the first year of the Lease, Tenant shall pay to Landlord “Base Rent” for the Premises in the amount of Forty One Thousand Seven Hundred Fifty Dollars (\$41,750.00) , payable in equal monthly installments of Three Thousand Four Hundred Seventy

Nine Dollars (\$3,479.17) each, beginning on the Commencement Date. Beginning on the first day of the second year of the Lease and continuing each annual anniversary thereafter during the Term, the annual Base Rent shall be increased by an amount equal to the lesser of (i) the percentage increase in the Consumer Price Index-U for the Northeast Small Urban Sector (“CPI”) measured from the November of the preceding lease year to October of the current lease year, or (ii) two and one-half percent (2.5%) of the Base Rent for the immediately preceding year and shall be paid in equal monthly installments. ~~If Tenant does not exercise its option to purchase by April 1, 2028, the Base Rent shall increase yearly beginning on January 1, 2029 by the CPI identified above, and without the potential cap of 2.5%.~~ By way of example, the monthly rent for 2024 shall be calculated considering the percentage change in the CPI from November 2022 to October 2023, meaning that the Base Rent for 2024 is Forty Two Thousand Seven Hundred Ninety Three and 75/100 Dollars (\$42,793.75), payable in equal monthly installments of Three Thousand Five Hundred Sixty Six and 15/100 Dollars (\$3,566.15). Tenant shall pay all Base Rent and other payments provided for herein when due under this Lease to Landlord, in lawful money of the United States of America by ACH (or other acceptable electronic) transfer (but no cash), addressed to 310 N. Third St. Harrisburg, PA 17101, or to such other address as Landlord shall notify Tenant in writing, beginning on the Commencement Date and continuing on the first day of each calendar month during the Term in advance and without demand and without right of set off, except as may be expressly set forth in this Lease, Landlord acknowledges that Tenant has paid all Base Rent due and payable for the period from the Commencement Date through and including the Execution Date.

(b) Late Fees. Any payment of Base Rent and/or other payment then due to Landlord under this Lease which is not received by Landlord within twenty (20) days of when due shall be subject to a late payment fee of five percent (5%) of the amount due and shall accrue interest at the rate equal to the “Prime Rate” as published in the *Wall Street Journal*, from time to time, plus five percent (5%) (the “Default Rate”), from the due date until paid in full. If the *Wall Street Journal*, ceases to publish the “Prime Rate”, then a comparable rate as published in a comparable financial journal shall be used.

(c) Returned Check. Any check returned for insufficient funds or for any other reason caused by Tenant shall incur a charge for Landlord’s expenses in handling, to be paid by Tenant upon proper invoice. This charge shall consist of all identifiable expenses, with a minimum charge of Fifty Dollars (\$50.00) for each such occurrence.

(d) Additional Rent. Tenant hereby covenants and agrees to pay the Base Rent hereby reserved as and when due, and also all sums of money, charges or other amounts required to be paid by Tenant to Landlord under this Lease which shall be “Additional Rent” in addition to the Base Rent provided for herein. Tenant shall pay amounts constituting Additional Rent within thirty (30) days of the date invoiced by Landlord. Non-payment of Additional Rent when due shall constitute a Default (as defined hereinafter), and shall entitle Landlord to the same remedies, as non-payment of Base Rent. Except as specifically identified and referred to herein, Base Rent and Additional Rent shall collectively be referred to collectively as “Rent”.

(e) Holdover. In the event Tenant shall continue to occupy the Premises beyond the expiration of the Term, or its renewal pursuant to Section 3 without Landlord’s written approval, such holding over shall not constitute a renewal or extension of this Lease, but shall create a

tenancy from month to month, subject to all of the conditions, provisions and obligations of this Lease and with Base Rent increased to a rate equal to one hundred fifty percent (150%) of the Base Rent in effect during the last month of the Term. Such month-to-month tenancy may be terminated at any time by Landlord or Tenant, upon thirty (30) days written notice by the terminating Party to the other Party.

Section 5. Condition of Premises and Improvements.

(a) As-Is. Except as otherwise provided herein, Tenant acknowledges and agrees that it is accepting the Premises “as is, where is with all faults”, as of the Execution Date except to the extent, if any, expressly provided otherwise in this Lease. Tenant has not relied and will not rely on, and Landlord is not liable for or bound by, any express or implied warranties, guarantees, statements, representations, or information pertaining to the Premises or related thereto, or any other person or agent representing or purporting to represent Landlord, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Lease. Tenant also acknowledges that the rental reflects and considers that the Premises is being leased “as is” without warranties.

(b) Landlord Improvements. Except as otherwise provided herein, Landlord shall have no obligation or responsibility under this Lease to install any improvements, additions, fixtures, or equipment within the Premises.

(c) Tenant Improvements. If Tenant deems any improvements, additions, fixtures, or equipment are necessary in order to use the Premises in accordance with this Lease (collectively the “Improvements”), any and all work to install, to repair, or to replace any of the Improvements within the Premises shall be the sole responsibility of Tenant, and Tenant, at its sole expense, shall pay and all costs associated with the Improvements. Tenant will comply with all building codes, ordinances and legal requirements of any government entity having jurisdiction, and Tenant shall indemnify and hold harmless Landlord for any changes to the Property.

(d) Improvement Consent. With respect only to those structural elements that are subject to the Landlord’s Obligation to maintain under Section 7(a)(i) below, Tenant shall obtain Landlord’s consent prior to commencing any alteration or Improvement thereto. Such consent will not be unreasonably withheld, conditioned, or delayed by Landlord. As to any and all other Improvements other than those identified in the preceding sentence, Tenant shall have the right to undertake and implement Improvements, including changes, modifications, and additions to the Premises as Tenant may from time to time determine are useful and appropriate for its purposes without securing Landlord’s consent or prior approval. Tenant will provide to Landlord’s Trustees periodic and at least annual reports of all significant Improvements made in and to the Premises, including plans showing modifications of interior wall partitions, and electrical, plumbing, and HVAC systems.

Section 6. Use of Premises.

(a) Permitted Use. Tenant shall use the Premises exclusively for operation of a walk-in resource center to provide numerous assistance programs and resources to those in need including a soup kitchen serving meals and offering meals to-go; day and night shelters

providing access to shower and laundry facilities, cots, chairs, computers, Wi-Fi, phones, and charging stations; a medical clinic; a food pantry; lockers for storage of personal belongings; mail delivery facilities; clothing distribution; case management and counseling services; and adult learning services.

(b) Prohibited Uses. Tenant shall not use or permit the use of the Premises in a manner that is unlawful that creates damage, waste, or a nuisance; that emits any objectionable odors, sounds or vibrations, or allows any pests, insects, or vermin; or that overloads the floors or impairs the structural soundness of the building on the Premises.

(c) Landlord Consent. Any other use of the Premises shall require the written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Landlord may grant or deny in Landlord's reasonable discretion. Tenant shall, at its own expense, obtain any and all governmental permits or authorizations required for its use of the Premises.

Section 7. Maintenance and Repairs.

(a) Landlord's Obligations. Subject to the remainder of this Section 7 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord from and after the Execution Date,

(i) Landlord shall maintain, repair, replace and keep in at least the same condition as of the Commencement Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings and existing structures, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, windows, window frames, and doors) of the building on the Premises

(ii) Notwithstanding the foregoing, if any repairs are occasioned by the negligent act or omission of either Party,, its agents, employees, contractors, licensees, or invitees, the entire cost of such repair shall be borne by such Party. Except as provided above, it is intended by the Parties that Landlord have no obligation, in any manner whatsoever, to repair and maintain or to replace the Premises, or the equipment therein, all of which obligations are intended to be those of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use commercially reasonable efforts to cause any repairs required under this Section 7(a) to be made promptly; provided, however, that so long as Landlord uses such efforts and so long as any such repairs are not occasioned by the negligent act or omission of Landlord, its agents, employees or contractors, Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's use of the Premises, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

(b) Tenant's Obligations. Except for matters specifically identified as Landlord's responsibilities in Section 7(a), Tenant shall, at Tenant's sole expense, keep the Premises in good

order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), and including, but not limited to, all equipment or facilities, such as plumbing, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, interior and exterior doors, plate glass, skylights, landscaping, retaining walls and signs located in, on, or adjacent to the Premises. In keeping the Premises in good order, condition, and repair, Tenant's responsibilities shall also include, but are not limited to, the removal of water, snow, ice, trash, and debris; repairing,; maintaining and operating and any stormwater facilities serving the Premises; planting, replanting, grass cutting, and pest/varmint control; securing the Premises; and maintaining the cleanliness of the Premises through the provision of adequate janitorial services. Furthermore, Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises in the same condition as it was on the Execution Date, including, when necessary, the exterior repair of the Premises.

Section 8. Taxes. The Parties acknowledge that the Premises currently are exempt from real estate taxes. The Parties agree not to take any action which ~~may they reasonably believe could~~ jeopardize such exemption ~~and further agree to cooperate with each other in taking reasonable steps to maintain such exemption. Notwithstanding such cooperation, should.~~ Should the premises become subject to an obligation to pay real estate taxes, Tenant shall make timely payment of taxes as they may be assessed and billed by public authorities and Tenant has the responsibility to satisfy any real estate tax obligation. Tenant has the right to contest any real estate tax assessment at its sole expense, and ~~Tenant has the responsibility to satisfy any tax obligation.~~ Landlord will cooperate at Tenant's expense with any reasonable request to facilitate contesting any real estate tax assessment, including but not limited to establishing any necessary standing.

Section 9. Utilities. Tenant shall have any and all utilities servicing the Premises placed in its name and shall pay all such utility costs directly to the utility provider, including, without limitation, electricity, heat, water and sewer service, and dumpster and recycling bin service. Tenant shall pay the full costs of a dumpster and recycling bin, with both the dumpster and recycling bin housed on Landlord's property. Landlord may make full use of the dumpster and recycling bin at no additional cost beyond allowing the dumpster and recycling bin to be housed on its property.

Section 10. Insurance.

(a) **Tenant's Insurance.** Tenant, shall procure at its sole cost and expense, and keep in effect during the Term and any renewal Term and at all times when Tenant is in possession of the Premises, (i) insurance coverage for all risks of physical loss or damage insuring the full replacement value of Tenant's trade fixtures, furnishings, equipment and other items of personal property of Tenant, (ii) commercial general liability insurance applicable to the Premises with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and annual

aggregate, and (iii) statutory worker's compensation insurance as required by the Commonwealth of Pennsylvania.

(b) Landlord's Insurance. Landlord ~~shall~~ shall procure at Tenant's expense and keep in effect during the Term and any renewal Term (i) a standard policy of "special form" property insurance with customary exclusions insuring the full replacement value of the building which is part of the Premises with commercially reasonable deductibles, and (ii) commercial general liability insurance applicable to the Premises with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and annual aggregate. Tenant will either arrange for direct billing and payment of Landlord's cost for such coverages or will promptly, within twenty (20) days of billing, reimburse Landlord for the costs thereof. ~~[Check to see if Tenant's insurer will provide an owner's policy for PSPC with DDB paying premium directly.]~~

(c) Insurance Requirements. All insurance required to be carried pursuant to this Lease shall be issued by companies of recognized responsibility which are authorized to do business in Pennsylvania. All property insurance required to be carried pursuant to this Lease shall comply with the requirements of Section 11(c) below. All insurance policies required to be carried by either Party pursuant to this Lease – except for the Tenant's workers' compensation insurance) shall name the other Party as a Named Insured. Each Party shall deliver reasonably satisfactory evidence of its required insurance promptly following request by the other Party.

(d) Insurability. Tenant shall not do or permit to be done any act, in, upon, or about the Premises which will conflict with or violate any policies of insurance insuring the Premises or which will prevent either Landlord or Tenant from procuring the policies of insurance called for in this Lease.

Section 11. Liability & Indemnity.

(a) Tenant Indemnity. Subject to the provisions of Section 11(c) below, Tenant agrees, at its sole cost and expense, to indemnify and hold harmless Landlord and all of its officers, directors, employees, agents, successors and assigns against and from any from and against any and all claims, costs, expenses (including reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, including all reasonable expenses to Landlord (to the extent caused by negligence or willful misconduct by Landlord its agents, employees, contractors, licensees, or invitees), asserted by or on behalf of any person, entity, or governmental authority arising directly from any negligent or wrongful act or omission of Tenant, or its respective agents, employees, contractors, licensees, or invitees. Landlord shall not be liable to Tenant on account of any failure by Tenant to comply with any statute, ordinance, regulation, order or health and safety standard of any governmental authority, unless it is the responsibility of the Landlord to comply.

(b) Landlord Indemnity. Subject to the provisions of Section 11(c) below, Landlord agrees, at its sole cost and expense, to indemnify and hold harmless Tenant and all of its officers, directors, employees, agents, successors and assigns from and against any and all claims, costs, expenses (including reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, including all reasonable expenses to Tenant (except to the extent caused by any negligence or willful misconduct by Tenant its agents, employees,

contractors, licensees, or invitees), asserted by or on behalf of any person, entity, or governmental authority arising directly from any negligent or wrongful act or omission of Landlord, or its respective agents, employees, contractors, licensees, or invitees. Tenant shall not be liable to Landlord on account of any failure by Landlord to comply with any statute, ordinance, regulation, order or health and safety standard of any governmental authority, unless it is the responsibility of the Tenant to comply.

(c) Waiver of Subrogation. Each of Landlord and Tenant hereby mutually release all claims against the other for all losses or damage covered or required to be covered under this Lease by their respective property or physical damage insurance policies, provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the rights of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of the Landlord and Tenant agrees that it will require its insurance carriers to include in its policies such a clause or endorsement. [Check to see if Tenant's insurer is ok with this waiver of subrogation.]

Section 12. Default. The occurrence of any of the following shall constitute a "Default" and breach of this Lease by Tenant:

(a) Monetary Default. Tenant fails to pay within twenty (20) days from when due any Rent and the failure continues for ten (10) days following Landlord's notice (which notice shall also be considered any demand required by any law). If, however, Landlord gives such a notice of failure to pay Rent three (3) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Non-Monetary Default. Tenant fails to comply with any other term of this Lease and the failure continues for twenty (20) days following Landlord's written notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that twenty-day period, Tenant shall have an additional period not to exceed sixty (60) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that sixty-day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every fifteen (15) days.

(c) Bankruptcy or Insolvency. A third party institutes against Tenant, any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency laws which is not dismissed within fifteen (15) days; Tenant institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or for all or a substantial portion of Tenant's assets (and not removed within sixty (60) days); or Tenant commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(d) Loss of Tax-Exempt Status. The revocation of the Internal Revenue Service's determination of Tenant as an exempt organization under 26 U.S.C.A. §501(c)(3) characterized as a public charity under 26 U.S.C.A. §509(a)(1) and 26 U.S.C.A. §509(a)((3) or similar provisions of the Internal Revenue Code of 1986, as amended, or any successor provisions thereof and any regulations promulgated under such sections. For each year during the term of this Lease, Tenant agrees to provide Landlord with a complete signed copy of its Form 990, together with all supporting schedules and attachments thereto, within fifteen (15) days of filing same with the Internal Revenue Service. If Tenant fails to provide Landlord with such Form 990 within 15 days of filing, Landlord shall request and Tenant shall provide Landlord the Form 990 within fifteen (15) days of receipt of Landlord's request.

(e) Failure to Operate. Tenant fails to conduct its operations at the Premises, vacates, or abandons the Premises, other than on a temporary basis for repairs or renovations, at any time following the Commencement Date.

Section 13. Landlord's Default. If Landlord fails to perform any of its obligations under this Lease and such failure continues for a period of twenty (20) days after a written demand for performance is given by Tenant, or if such failure is of such a character as to require more than twenty (20) days to cure and Landlord shall fail to use reasonable diligence in curing such failure, then Tenant may, in addition to any other remedies available to Tenant at law or in equity, elect to cure such failure on behalf of Landlord and all reasonable sums so expended by Tenant shall be paid by Landlord on demand. If Landlord fails to make such payment or to pay any other amount due to Tenant pursuant to this Lease, and such failure continues for a period of 15 days after written demand for such payment by Tenant, Tenant may, in addition to any other remedies available to Tenant at law or in equity, elect to offset such payments against any Rent then and/or thereafter payable by Tenant to Landlord.

Section 14. Remedies. Upon the occurrence of any Default, Landlord shall have the right, at Landlord's election, then or at any time thereafter, to exercise any one or more of the following remedies to the fullest extent allowed by applicable law as such remedies shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity:

(a) Landlord's Cure Right. Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand or written notice to Tenant and without giving Tenant an additional opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within ten (10) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, costs and expenses by Landlord.

(b) Termination of Lease. Landlord may terminate this Lease on ten (10) days' written notice to Tenant and this Lease shall terminate on the date specified in such notice. Tenant shall quit and surrender the Premises by said date.

(c) Right to Re-Enter. Landlord and its agents may re-enter the Premises or any part thereof, without demand or notice (without being liable to indictment, prosecution, or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all their property and effects from the Premises (i) without terminating this Lease, (ii) on or after the date upon which this Lease terminates in accordance with Section 14(b), or (iii) at any time on or after the date upon which this Lease and the Term shall otherwise expire and come to an end. Landlord's repossession of the Premises and dispossession of Tenant shall not be construed a termination of this Lease unless Landlord gives Tenant a notice of termination pursuant to Section 14(b).

(d) Reletting the Premises. Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms commencing after the Commencement Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability. Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations, and other physical changes to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability. If the Premises or any part thereof, shall be relet, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 14(d). Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Lease.

(e) Suit. Landlord may bring suit for the collection of Rent and damages with or without entering into possession of the Premises or terminating this Lease.

(f) **CONFESSION OF JUDGMENT. TENANT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DOES HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES, TO APPEAR FOR TENANT, AND FOR ANY OTHER PERSON CLAIMING UNDER, BY, OR THROUGH TENANT, AND CONFESS JUDGMENT FORTHWITH AGAINST TENANT AND SUCH TO TENANT'S PERSON AND IN FAVOR OF LANDLORD, IN AN AMICABLE ACTION OF EJECTMENT FOR THE PREMISES, TOGETHER WITH HEREDITAMENT AND APPURTENANCES AND ALL FIXTURES AND EQUIPMENT INSTALLED THEREIN, WITH ALL THE CONDITIONS, FEES, RELEASES, AND WAIVERS TO ACCOMPANY SAID CONFESSION OF JUDGMENT FOR AMOUNTS DUE. THE ENTRY OF JUDGMENT UNDER THE FOREGOING WARRANTS SHALL NOT EXHAUST THE WARRANTS, BUT SUCCESSIVE JUDGMENTS MAY BE ENTERED THEREUNDER FROM TIME TO TIME AS OFTEN AS DEFAULTS OCCUR.**

(g) Exhaustion of Remedies. Upon any Default, Landlord may proceed directly against Tenant or any other party guaranteeing or responsible for the performance of Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

Section 15. Payment of Tenant's Obligations by Landlord. Following an occurrence of a Default with respect thereto, Landlord shall have the right, but shall have no obligation, to pay any claim or charge which may ever arise against the Premises which Tenant shall fail to pay when due; to pay any amount which Tenant has covenanted to pay hereunder, including, but not limited to, the amounts due for insurance and utility services, and which Tenant shall fail to pay when due; and to make any repairs to the Premises which Tenant is obligated to make but has failed to do after notice by Landlord. The amount of any payment so made by Landlord and the cost of any repair performed by Landlord, together with a five (5) percent service charge, shall be additional Rent due with the monthly installment of Rent for the month next succeeding the date of such payment or repair.

Section 16. Landlord's Legal Expenses. Tenant shall reimburse Landlord for reasonable attorneys' fees and other costs and expenses incurred by Landlord in connection with (i) enforcement of this Lease in the event of any Default by Tenant, and (ii) any action or proceeding in which Landlord, through no fault of its own, is a party arising out of the use of the Premises, or any act or omission of Tenant, during the Term of this Lease.

Section 17. Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall surrender the Premises in good condition and repair, ordinary wear and tear and damage caused by casualty excepted and subject to the terms hereof, vacant of all persons and property owned by Tenant or any third party on behalf of Tenant, including all equipment, stack containers, and vehicles (unless otherwise agreed to in writing by Landlord), and all property not so removed shall be deemed abandoned by Tenant and at the election of Landlord, shall become the property of Landlord. Fixtures shall remain in the Premises. If Tenant fails to remove all of its property (excluding fixtures as noted above), and Landlord does not elect to have said property become the property of Landlord, Tenant shall pay to Landlord the cost of removing Tenant's property, which covenant shall survive the expiration and/or termination of this Lease.

Section 18. Assignment and Subletting. Tenant may not assign this Lease or sublet all or part of the Premises without obtaining the prior written consent of Landlord to such assignment or such subletting, such consent not to be unreasonably withheld, conditioned, or delayed. Except as may have otherwise been agreed to by Landlord as part of Landlord's consent, Tenant shall continue to be primarily responsible to Landlord for the performance of each of the terms, conditions, and covenants to be performed by Tenant under the terms of this Lease, and provided further, that at the time of such assignment or subletting, such assignee or sublessees shall execute a document agreeing to perform for the benefit of Landlord each and every term, condition and covenant of this Lease (but only to the extent applicable to any such sublessee). Except as may have otherwise been agreed to by Landlord as part of Landlord's consent, Landlord shall be permitted to proceed directly against Tenant for the failure of the performance of any term, condition, or covenant of this Lease without the necessity of joining in

any such action or actions any assignee or sublessees, provided, however, that at Landlord's option, Landlord may join such assignee or sublessee.

Section 19. Access to Premises. Landlord, its employees, and agents, upon twenty-four (24) hours advance notice, shall have the right to enter the Premises, accompanied at all times by a representative or agent of Tenant, for the purpose of examining or inspecting the same, showing the same to prospective purchasers and mortgagees and making such reasonable alterations, repairs or improvements to the Premises for which Landlord is responsible hereunder, as Landlord may deem necessary or desirable. In the event of an emergency in which providing 24-hour advance written notice is not reasonably practicable, Landlord may enter the Premises and without such entry constituting an eviction of Tenant, termination of this Lease or a breach of Landlord's warranty of quiet enjoyment.

Section 20. Casualty. If all or a substantial part of the building on the Premises is damaged by fire or other casualty during the Term of this Lease to an extent that the Premises or access to the Premises and associated parking areas cannot be substantially restored to their prior condition within one hundred twenty (120) days of the date of the casualty, either Party, in its sole and absolute discretion, shall have the right to immediately terminate this Lease within thirty (30) days following Landlord's delivery to Tenant of its estimate of the time required to repair and restore the Premises. Landlord shall notify Tenant in writing within forty-five (45) days following such casualty of Landlord's reasonable estimate of the time required to restore and repair the Premises and whether Landlord has elected to restore the Premises or terminate the Lease. Any election of Tenant to terminate the Lease shall be made within thirty (30) days following its receipt of the foregoing notice from Landlord. If the Premises (together with any associated parking and access areas) can be substantially repaired and restored within one hundred twenty (120) days from the date of the casualty, Landlord shall undertake to diligently repair the damage caused by such casualty to the extent insurance proceeds are available. Tenant shall be entitled to a proportionate reduction in the Rent to the extent any casualty interferes with the use of the Premises by Tenant.

Section 21. Condemnation. If the whole or a substantial part of the Premises shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then in that event, either Party may terminate this Lease from the date of title vesting in such proceeding or purchase and Tenant shall have no claim against Landlord for the value of any unexpired Term of said Lease. Notwithstanding the foregoing, Tenant shall be entitled to file a separate claim against the taking authority for any taking of Tenant's leasehold interest, personal property or any fixtures that Tenant is entitled to remove upon the expiration of this Lease, and of moving expenses, so long as such claim is payable separately to Tenant. If neither Party elects to terminate this Lease in the event of a partial taking of the Premises, Landlord shall, if necessary, promptly proceed to restore the Premises to substantially its same condition prior to such partial condemnation, allowing for the reasonable effects of such partial condemnation, and a proportionate allowance shall be made to Tenant, as reasonably determined by Landlord, for the Rent corresponding to the time during which, and to the part of the Premises of which, Tenant is deprived on account of such partial condemnation and restoration.

Section 22. Subordination & Attornment. Tenant accepts this Lease subject and subordinate to any mortgages (including, without limitation, the notes or other obligations secured thereby and any and all renewals, modifications, consolidations, replacements, or extensions of any such mortgages or the notes or other obligations secured thereby) now in existence or hereinafter made from time to time, affecting the fee title to the Premises or Landlord's interest therein. Tenant also accepts this Lease subject and subordinate to all instruments in the chain of fee title to the Premises (including the real property), including any and all renewals, modifications, consolidations, replacements, or extensions of such instruments, so long as none of the forgoing interferes unreasonably with Tenant's use of the Premises. Tenant shall execute, acknowledge and deliver to the holder of any such mortgage or to any of the Parties to such instruments, at any time upon demand by such holder or by any such Party, any releases, certificates, or other documents that may be required by such holder or by any such Party, for the purpose of evidencing the subordination of this Lease to such mortgages or instruments or to any renewals, modifications, consolidations, replacements, or extensions thereof. In the event of a sale under any mortgage (or any note or other obligation secured thereby) to which this Lease is subordinate, or a taking of possession of the Premises by the mortgagee or other person acting for or through the mortgagee under any mortgage to which this Lease is subordinate, then, and upon the happening of any such events, Tenant shall attorn to and recognize as landlord hereunder the party who, but for this Lease, would be entitled to possession of the Premises. If requested by Tenant, Landlord shall use reasonable efforts to obtain for the benefit of Tenant a non-disturbance agreement from the holder of all current or future mortgages on the Premises which shall provide, among such other commercially reasonable terms, that so long as no Default has occurred and is continuing, such holder shall recognize this Lease and, in the event of any default under such mortgage or any foreclosure action, or other proceeding in connection therewith, the rights of Tenant under this Lease and Tenant's possession of the Premises shall not be disturbed; provided, however, if Landlord's lender and Tenant do not agree on the terms of such agreement, such will not be considered a violation or default of this Lease by Landlord.

Section 23. Estoppel Certificates. Tenant shall, at any time and from time to time within ten (10) days following written request from Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying the date to which the Rent reserved hereunder has been paid and certifying that there are not, to Tenant's knowledge, any uncured Defaults on the part of Landlord hereunder, or specifying such Defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any part of the Premises. Tenant's failure to deliver such statement within said ten-day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured Defaults in Landlord's performance hereunder.

Section 24. Waiver. The failure or delay on the part of either Party to enforce or exercise at any time any of the provisions, rights or remedies in this Lease shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Lease or any part hereof, or the right of the Party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of a lesser amount than the Rent due shall not be construed to be other than a payment on account of the Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction,

and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. No act or thing done by Landlord or Landlord's agents or employees during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and acceptance of such surrender shall be valid unless in writing and signed by Landlord.

Section 25. Quiet Enjoyment. If and so long as Tenant pays the Rent reserved hereunder and observes and performs all of the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises for the entire Term, subject to all of the provisions of this Lease.

Section 26. Unavoidable Delay. In the event that either Party shall be delayed or hindered in, or prevented from, the performance of any work, service or other acts required under this Lease to be performed by the Party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the Party so delayed or hindered, then performance of such work, service or other act shall be excused for the period of such delay and the period for the performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. In no event shall such delay constitute a termination of this Lease. The provisions of this Section 25 shall not operate to excuse either Party from the timely payment of monetary obligations under this Lease..

Section 27. Mechanics' Liens. Tenant shall do all things necessary to prevent the filing of any mechanics' lien against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant. If any such liens shall at any time be filed against Tenant's interest in the Premises, Tenant shall either cause the same to be discharged of record within thirty (30) days after the date of filing of the same, or, if Tenant, in Tenant's discretion and in good faith, determines that such liens shall be contested, Tenant shall furnish such security as may be necessary or required to prevent execution against Tenant's interest in the Premises. If Tenant shall fail to discharge such liens or to furnish such security, then in addition to any other right or remedy of Landlord resulting from Tenant's Default, Landlord may, but shall not be obligated to discharge the same by paying the amount claimed to be due. Tenant shall pay to Landlord, as additional rental, any amount paid by Landlord to satisfy such claim.

Section 28. Compliance with Legal Requirements. Other than with respect to Landlords' obligations under Section 7 above, Tenant at all times shall comply strictly with all requirements of all state, and municipal statutes, ordinances or regulations which are or may at any time hereafter become applicable to the Premises, to the activities conducted thereon, and to Tenant as Tenant thereof. Tenant shall save Landlord harmless from all penalties, fines, costs, and damages of every kind which may result from any failure so to do. Tenant shall also comply with all federal laws applicable to the Premises and to the business operations of Tenant, for example the Americans with Disabilities Act and the Fair Labor Standards Act, to the extent they are applicable.

Section 29. Hazardous Substances.

(a) Tenant Restrictions. Tenant shall not, and shall not permit any of its employees, contractors, agents, or invitees, to introduce into the Premises, use in the Premises, or cause to be released from the Premises any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and office products in accordance with their customary use, provided that Tenant complies with all applicable laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "Hazardous Substances" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable laws.

(b) Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

(c) Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord, its officers, agents, employees, contractors, licensees, and invitees from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with, any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable laws.

Section 30. Successors. The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the Parties, their successors, and assigns; provided, however, that no rights shall inure to the benefit of any successor of Tenant unless Landlord's written consent for the transfer to such successor has first been obtained consistent with the terms and conditions of this Lease.

Section 31. Notices. All notices required or permitted hereunder shall be deemed sufficiently given if (i) sent by certified mail, return receipt requested, on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon; or (ii) by email with confirmation of receipt, or hand delivery upon confirmation of receipt, addressed to Landlord or Tenant, as the case may be, as follows:

To Landlord: Pine Street Presbyterian Church
310 North Third Street
Harrisburg, PA 17101
Attn: President, Board of Trustees

To Tenant: Downtown Daily Bread
234 South Street
Harrisburg, PA 17101

Attn: Executive Director

Either Party may change its address by notice so given to the other. Any notice given to counsel for a Party shall have the same effect as if given to such Party.

Section 32. Security Deposit. It is agreed and acknowledged that Tenant, shall not be required to a security deposit to Landlord pursuant to this Lease.

Section 33. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker, or finder in connection with this Lease that is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend, and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and attorneys' fees reasonably incurred with respect thereto. This Section 32 shall survive the expiration or sooner termination of this Lease.

Section 34. Entire Lease. This Lease contains all conditions, understandings, representations, and warranties made between the Parties with respect to the subject matter hereof, and may not be modified or amended orally or in any manner other than a writing signed by both Parties or their respective successors in interest.

Section 35. Authority. The Parties represent and warrant that they have the authority to execute this Lease and each individual signing on behalf of a Party states that he/she is the duly authorized representative of the signing Party and that his or her signature on this Lease has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

Section 36. Choice of Law/Jurisdiction. This Lease shall be governed, construed, and interpreted strictly in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of law rules.

Section 37. Severability. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

Section 38. Captions. Marginal captions and titles are for convenience and reference only and are in no way to be construed as defining, limiting, or modifying the scope of intent of the various provisions of this Lease.

Section 39. Gender. As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership, or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include the other gender.

Section 40. Counterparts/Delivery. This Lease may be executed in counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one in

the same agreement. This signature of the parties hereto may be delivered by facsimile or by electronic mail using a PDF file.

Section 41. Party Acknowledgement. To their knowledge, respectively, each of the Parties hereby acknowledges that , as of the Effective Date, neither Tenant nor Landlord is in default under any of the terms, covenants or provisions of this Lease, and no event exists which, but for the passage of time or the giving of notice, would constitute an event of default under this Lease by Tenant or Landlord.

Section 42. Option to Purchase Premises. Landlord grants to Tenant the exclusive right and option to purchase the Premises from Landlord under the terms and conditions set forth in the “Option to Purchase” document attached hereto and marked as Exhibit “A.” Tenant’s rights and Landlord’s obligations with respect to the matter are as set forth therein.

IN WITNESS WHEREOF, Landlord and Tenant intending to be legally bound, have executed this Lease as of the Effective Date.

LANDLORD:

PINE STREET PRESBYTERIAN CHURCH, a
Pennsylvania nonprofit corporation

By: _____
Name: _____
Title: _____

TENANT:

DOWNTOWN DAILY BREAD, a Pennsylvania
nonprofit corporation

By: _____
Name: _____
Title: _____

[Signature Page to Lease]

**Summary report:
 Litera Compare for Word 11.9.1.1 Document comparison done on
 9/29/2024 9:43:04 PM**

Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://saul.imatech.work/FIRMDMS/52993117/4	
Modified DMS: iw://saul.imatech.work/FIRMDMS/52993117/5	
Changes:	
<u>Add</u>	8
<u>Delete</u>	9
<u>Move From</u>	1
<u>Move To</u>	1
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	19