

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “**Amendment**”) is made as of this ___ day of September, 2022, by and between **Commerce Drive Realty, LLC** (“**Landlord**”), and **Upper Dublin Township** (“**Tenant**”).

BACKGROUND

A. Pursuant to the Lease Agreement effective as of September __, 2021 (the “**Lease**”), Tenant leases the property located at 370 Commerce Drive, Fort Washington, PA (the “**Premises**”).

B. Landlord and Tenant desire to modify the Lease subject to the terms and on the conditions set forth in this Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into the body of this Amendment, the mutual promises set forth below, and other good and valuable consideration, the receipt, sufficiency and fairness of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Application of Lease Terms. Except to the extent inconsistent with this Amendment and except to the extent that the specific terms of this Amendment specifically address a topic, the terms and conditions of the Lease shall apply. Those capitalized terms which are used in this Amendment and are not defined herein shall have the respective meaning ascribed to them in the Lease.

2. Lease Certification.

a. **Certifications.** Landlord and Tenant each reaffirm and certify as follows:

i. The Lease is in full force and effect.

ii. Except as provided in this Amendment, the Lease has not been further supplemented, modified or amended.

iii. Neither Landlord nor Tenant is in default under the Lease, and no event has occurred which, with the giving of notice or passage of time, or both, would constitute a default by Landlord or Tenant under the Lease.

iv. Tenant has not assigned the Lease or any interest therein, or subleased any portion of the Premises, and has not entered into any agreement for those purposes.

v. Tenant has no rights of refusal, offer, expansion or extension with respect to the Lease, the Premises or the Building except as expressly set forth in the Lease.

b. **Reliance.** Tenant agrees that Landlord and its mortgagees may rely upon the statements made in the preceding subparagraph.

c. **Release.** Tenant hereby waives and forever and unconditionally releases and discharges any and all rights and claims Tenant has or may have made against Landlord or Landlord's officers, directors, agents, employees, or representatives at or before the date of this Amendment under or arising from, or in any way connected with or related to, the Lease or the subject matter of this Amendment. The release applies to rights and claims resulting from anything which has happened up to the date of this Amendment, and includes claims of which Tenant is not aware and those not specifically mentioned in this Section. This release does not, however, release or discharge Landlord from any obligation it may have under the Lease (as modified by this Amendment) arising from and after the date of this Amendment.

3. **Extension of Term.** The term of the Lease is hereby extended for four (4) years (through September 30, 2026). The rent payable shall increase by Two Percent (2%) per lease year with the first increase to take effect on October 1, 2022.

4. **Early Termination.** Beginning January 1, 2026, Tenant may, upon at least ninety (90) days' written notice to Landlord, terminate the Lease provided that the Tenant pays a termination charge equal to three (3) months' rent or the balance of the rent due pursuant to the Lease, whichever is less. The termination charge will be in addition to all rent due up to the termination day.

5. **Section 2.01 Revision.** The following language, which is the last sentence of Section 2.01 of the Lease, is hereby deleted in its entirety: "Tenant may, at its option and upon sixty days notice prior to any term, extend this lease term on a month to month basis under the terms hereof for a cumulative period not to exceed one (1) year subject to the provisions of Section 29.01 of this Lease."

6. **Reaffirmation of Lease.** Except as expressly amended herein, all of the terms of the Lease shall remain in full force and in full effect. In the event of a conflict between the provisions of this Amendment and the original terms of the Lease, the provisions of this Amendment shall control.

7. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

8. **Entire Agreement.** The parties acknowledge that this Amendment contains the entire agreement between the parties with respect to the modification of the Lease and supersedes and replaces any prior agreements and understanding between the parties, either oral or written, concerning this Amendment.

9. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Amendment, either express or implied. Nothing herein contained shall be construed to grant or confer upon any party other than the parties hereto and their permitted successors and assigns, any right, claim or privilege by virtue of any provision contained in this Amendment.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which will be considered one and the same Amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures on this Amendment which are transmitted by facsimile shall be valued for all purposes. Any party shall, however, deliver an original signature on this Amendment to the other party upon request.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

TENANT:

UPPER DUBLIN TOWNSHIP

BY: _____

LANDLORD:

COMMERCE DRIVE REALTY, LLC

BY: _____