

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2015-19
SPONSORED BY COMMISSIONER CREIGHTON
REQUESTED DATE: JUNE 3, 2015
ORDINANCE NO. 2015 -**

APPROVING A LEASE AGREEMENT WITH DAVISON & MCCARTHY, P.C.

WHEREAS, the County of Lehigh (County) is the owner of the Hamilton Financial Center Building located at 640 Hamilton Street, Allentown, Pennsylvania, Lehigh County; and

WHEREAS, in Resolution No. 2012-67, the Board of Commissioners authorized the County to market and negotiate lease agreements with interested parties and secure tenants for the premises known as the Hamilton Financial Center Building (HFC); and

WHEREAS, Davison & McCarthy, P.C. desires to lease the lower level (basement) of the HFC, stipulated to be 1,286 square feet, for file storage; and

WHEREAS, a copy of the proposed Lease Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Section 811(G) of the Administrative Code requires that all lease agreements for County property shall be subject to approval through the Ordinance process.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,
PENNSYLVANIA, THAT:**

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.

2. The proposed Lease Agreement between Davison & McCarthy, P.C. and the County of Lehigh, attached hereto as Exhibit "A", is hereby approved.

3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this ____ day of _____, 2015, by the
following vote:

Commissioners

AYE

NAY

Geoff Brace
Thomas C. Creighton, III
Percy H. Dougherty
Amanda Holt
David S. Jones, Sr.
Vic Mazziotti
Brad Osborne
Lisa Scheller
Michael P. Schware

ATTEST: _____
CLERK TO THE BOARD OF COMMISSIONERS

APPROVED this ____ day of _____, 2015.

Thomas S. Muller
Lehigh County Executive

ENACTED this ____ day of _____, 2015.

LEASE

THIS LEASE, effective as of the ____ day of _____, 2015, by and between **THE COUNTY OF LEHIGH**, a home rule charter county, having an address of 17 S. 7th Street, Allentown, Pennsylvania 18101 (hereafter known as "**LANDLORD**"),

AND

DAVISON & McCARTHY, P.C. (a Pennsylvania professional corporation) having an address of 702 Hamilton Street, Suite 300, Pennsylvania 18101, (hereinafter known as "**TENANT**");

WITNESSETH:

In consideration of the rent, covenants and agreements contained herein **LANDLORD** and **TENANT**, intending to be legally bound hereby, agree as follows:

1. PREMISES:

(a) **LANDLORD** hereby leases to **TENANT**, and **TENANT** hereby rents from **LANDLORD**, upon and subject to the terms and conditions hereof, all that certain **PREMISES** with improvements thereon located on the lower level (basement) at 640 Hamilton Street, Allentown, Pennsylvania, known as the Hamilton Financial Center and stipulated to be the 1,286 square foot file room area (the "**PREMISES**").

2. TERM:

(a) The term of this **LEASE** shall commence on June 15, 2015, (the "Commencement Date"), and shall continue for two (2) years until June 14, 2017.

(b) Unless in default, **TENANT** by written notice delivered to the **LANDLORD** pursuant to the provisions of paragraph 26 of this **LEASE** at least one hundred eighty (180) days prior to the end of the original term, **TENANT** shall have the first option to renew this Lease for an additional one (1) year term. **TENANT** may renew this Lease for a second one year period by written notice to **LANDLORD** not less than one hundred eighty (180) days prior to the end of the first renewal term.

(c) The initial lease term and any renewal term shall be effective only upon approval by the Lehigh County Board of Commissioners.

(d) On the last day of the term hereof or of any extension or renewal hereof, or upon any termination hereof, **TENANT** shall surrender the **PREMISES** to **LANDLORD** in the same condition as when received, reasonable wear and tear alone excepted and subject also to the terms of paragraph 10 below.

3. RENT:

(a) **TENANT** covenants and agrees to pay to **LANDLORD** without offset or deduction and without previous demand therefor a base rent of Six Thousand Four Hundred and Thirty 00/100 (\$6,430.00) Dollars. To be paid as \$267.91/month in advance on the fifteenth day of each and every calendar month during the term of this **LEASE**.

(b) The rental which **TENANT** shall pay to **LANDLORD** during each renewal term of this **LEASE**, shall be 100% of the previous lease year's rent.

(c) The base rent and all other sums payable by **TENANT** to **LANDLORD** hereunder shall be: (i) delivered to **LANDLORD** at his address as set forth above, or at other such place or to such other person as **LANDLORD** may designate by notice to **TENANT** from time to time; and (ii) paid in lawful money of the United States of America or by good check drawn on a depository in the Commonwealth of Pennsylvania.

4. **SECURITY DEPOSIT.**

WAIVED

5. **TAXES:**

WAIVED

6. **UTILITIES COSTS AND EXPENSES:**

It is the intent of the parties that **LANDLORD** shall pay all utilities, including all water, sewer, gas and electrical usage of the **PREMISES**.

7. **OTHER CHARGES:**

TENANT shall be responsible for and shall pay all fire, hazard and liability insurance premiums for the **PREMISES** as required by paragraph 17.

8. **USE OF PREMISES:**

TENANT shall use and occupy the **PREMISES** for file storage and for no other purposes.

9. **MAINTENANCE AND REPAIRS:**

(a) **TENANT** accepts the **PREMISES** in an "AS IS" condition. **LANDLORD** has made no representations concerning this transaction, or the **PREMISES**, including but not limited to the suitability of the **PREMISES** for **TENANT**'s purposes, and **TENANT** expressly acknowledges that no such representations have been made.

(b) **TENANT** agrees that it will make at **TENANT**'s sole cost and expense, all manner of repairs of whatever nature to the **PREMISES**, including, without limitation, the interior of the **PREMISES** and appurtenances erected or to be erected at the **PREMISES**; provided, however, that **LANDLORD** agrees to make at its sole cost and expense repairs to the roof, main plumbing, main electrical distribution service, and main HVAC systems and structural repairs to the **PREMISES**, other than such repairs necessitated by **TENANT**'s negligence or use of the **PREMISES** contrary to the terms of this **LEASE**.

(c) **TENANT** shall not commit or suffer to be committed any waste upon the **PREMISES**.

(d) **TENANT** shall keep and maintain the **PREMISES** in a clean, sanitary, and safe condition in accordance with laws of the Commonwealth of Pennsylvania and in accordance with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively, the "Laws") of the health officer, fire marshal, building inspector and other proper officials of the federal, state, county, township, and city governments and of all other governmental authorities whatsoever (collectively, the "Governmental Authorities"), having jurisdiction thereof, at the sole cost and expense of **TENANT**, and **TENANT** shall comply with the requirements of all Laws affecting the use or occupation of the **PREMISES**. **TENANT** hereby agrees to indemnify and save **LANDLORD** harmless from and against any and all penalties, fines, costs or damages resulting from **TENANT**'s failure to comply with the requirements of such Laws. With **LANDLORD**'s prior written consent, **TENANT** shall also be permitted, at **TENANT**'s sole cost and expense, to make minor landscaping improvements at the entire building, such as planting flowers and mulching trees.

(e) If **TENANT** is in default of any of its obligations under this **LEASE**, **LANDLORD** may, at its option, cure such default. **TENANT** shall reimburse **LANDLORD** for any and all costs and expenses which may be incurred by **LANDLORD** in curing such default, such reimbursement to be made within ten (10) days after **LANDLORD** has given **TENANT** a statement setting forth the amount of such costs and expenses. The failure of **TENANT** to pay any such amount to **LANDLORD** within said 10-day period shall carry with it the same consequences as failure to pay any installment of rent.

(f) **TENANT** shall keep the **PREMISES** free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for, **TENANT**, and, agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by **LANDLORD**. **TENANT** shall reimburse **LANDLORD** for any and all costs and expenses which may be incurred by **LANDLORD** by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after **LANDLORD** has given **TENANT** a statement setting forth the amount of such costs and expenses. The failure of **TENANT** to pay any such amount to **LANDLORD** within said 10-day period shall carry with it the same consequences as failure to pay any installment of rent and shall be considered a default of the **LEASE**.

10. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

(a) **TENANT** shall be responsible for making all alterations, additions and improvements to the **PREMISES**, except for any such improvements which **LANDLORD** has agreed to make to the **PREMISES**. All such alterations, additions and improvements shall be in accordance with all local, state and federal laws and regulations. **TENANT** has agreed to obtain all zoning, building and municipal approvals needed to occupy the **PREMISES** and assume all costs associated with the interior build out. **TENANT** is responsible directly for all cost associated with telephone, computer, communication and security systems. **TENANT** will contract directly for these services.

(b) **TENANT** shall not make or cause to be made any alterations, additions or improvements to the **PREMISES** without the prior written consent of **LANDLORD** which shall not be withheld unreasonably. Any alteration, addition, or improvement made by the **TENANT** after such written consent shall have been given, and any fixtures installed as a part thereof shall be completed in a first class and workmanlike manner and without impairing any structural integrity of the **PREMISES**. Further, any such alterations, additions, improvements or fixtures shall, at the **LANDLORD**'s option, become the property of the **LANDLORD** upon the expiration or other termination of this **LEASE**; provided, however, that **TENANT** may remove trade fixtures from the **PREMISES**. The **LANDLORD** shall have the right, however, to require the **TENANT** to remove all fixtures at the **TENANT**'s cost upon such termination of this **LEASE** and **TENANT** shall promptly remove the same and repair any damage to the **PREMISES** caused by such removal.

11. ACCESS TO PREMISES:

LANDLORD, and **LANDLORD**'s agents and designees, shall have the right, but not the obligation, to enter upon the **PREMISES** at all reasonable times to examine the **PREMISES**, and to exhibit the **PREMISES** to prospective purchasers or **TENANTS**. If **TENANT** has notified **LANDLORD** that it will not exercise its option to a renewal term at least one hundred eighty (180) days prior to the end of the initial term of this **LEASE**, **LANDLORD** shall have the right to place and continuously keep on the **PREMISES** in a conspicuous place the usual and customary "For Rent", "For **LEASE**" or "For Sale" signs. **LANDLORD** and **TENANT** acknowledge that the fire department may access **PREMISES** in event of any emergency without prior knowledge of either party.

12. SIGNS:

WAIVED

13. ZONING APPROVAL.

As per section 10(a) of this **LEASE**, **TENANT** will on behalf of **LANDLORD** submit all applications for zoning approval to the appropriate zoning authorities with respect to **TENANT**'s intended use of the **PREMISES**. **TENANT** shall bear all costs associated with the submission and prosecution of such application, including, without limitation, all attorneys fees and expenses.

14. PARKING.

No parking is included.

15. **ASSIGNMENT AND SUBLETTING:**

TENANT shall not assign or sublet, or in any manner transfer this LEASE or any estate or interest herein, without the express prior written consent of LANDLORD, which shall not be unreasonably withheld. In the event that LANDLORD consents to any such assignment or subleasing, such assignment or subleasing shall be subject to all terms, covenants and provisions of this LEASE except as may be agreed to the contrary in writing by LANDLORD. Further, in all assignments and/or sub-leasing as above, and unless set forth hereafter in writing to the contrary by LANDLORD, TENANT herein shall remain fully obligated under this LEASE and its terms and liable for the payment of all rents and other moneys due or to be paid under this LEASE.

16. **INDEMNITY:**

TENANT agrees to be responsible for and hereby agrees to indemnify and save LANDLORD harmless from and against any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon or at the PREMISES or resulting from or connected with the use of the PREMISES, by TENANT, its officers, agents, employees, servants, representatives and/or invitees. TENANT shall, at its own cost and expense, defend any and all suits or actions which may be brought against LANDLORD or in which LANDLORD may be joined as a party with respect to, the foregoing, and shall pay all costs, expenses, and attorneys fees incurred or paid by LANDLORD in connection with such litigation. TENANT shall also pay all costs, expenses and attorney's fees that may be incurred or paid by LANDLORD in enforcing the covenants and agreements of this LEASE.

17. **INSURANCE AND CASUALTY:**

TENANT covenants and agrees, at its sole cost and expense, throughout the duration of this LEASE, to obtain, keep and maintain in full force and effect for the mutual benefit of LANDLORD, TENANT and any mortgagees, "all risks" (special form coverage) covering the building limits of not less than \$500,000.00 subject to construction cost index increases and comprehensive liability insurance issued by insurers acceptable to LANDLORD, of not less than an "A" rated company by Best Insurance Guide, sufficient to cover the risks specified in Paragraph 16 above, in a combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence in respect to personal injury, bodily injury, death, and/or property damage and including rental loss or rent interruption insurance. A duplicate original, certificate or binder of such insurance shall be furnished to LANDLORD at the request of the LANDLORD including LANDLORD as an additional named insured. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled or changed without thirty (30) days prior written notice to LANDLORD, and shall contain an agreement providing that the indemnification and hold harmless wording of this LEASE is insured as a contractual obligation. This obligation shall be deemed to include an obligation of any contractor or subcontractor of the TENANT who performs work or services at the PREMISES.

If the building or the PREMISES shall be damaged by fire or other casualty covered by insurance, to an extent that the same can be restored to its prior condition within ninety (90) days after the occurrence of such casualty, then LANDLORD shall cause such damage to be repaired and the building and PREMISES to be restored to its prior condition, and rent shall then commence and the LEASE shall thereafter continue for the balance of the then current term, and all covenants and conditions herein, including those as to extension or renewal, shall also apply.

If the building or the PREMISES shall be damaged by fire or other casualty (i) not covered by insurance, (ii) caused directly or indirectly by the act or negligence of TENANT, its agents, contractors, employees, licensees or invitees, or (iii) to an extent that, in the mutual opinion of LANDLORD and TENANT, cannot be completely restored to its prior condition or a condition mutually satisfactory to LANDLORD and TENANT within ninety (90) days after the occurrence of such casualty, then in any of the foregoing events, LANDLORD shall have the option to terminate this LEASE upon written notice to TENANT within thirty (30) days of the occurrence of such casualty. If LANDLORD gives such termination notice, then all rent payable hereunder shall be adjusted as of the date given in such termination notice and this LEASE shall terminate as of such date. If LANDLORD does not give such termination notice, then LANDLORD shall cause such damage to be repaired and the building and PREMISES to be restored to its prior condition, and rent shall then commence and the LEASE shall thereafter

continue for the balance of the then current term, and all covenants and conditions herein, including those as to extension or renewal, shall also apply.

LANDLORD's obligation to restore the building or the **PREMISES** hereunder shall not include the repair, restoration or replacement of the alterations, additions, improvements, fixtures, furniture or any other property owned, installed, made by or in the possession of **TENANT**.

During the period in which the **PREMISES** are untenable, rent payable hereunder shall abate in proportion to the area of the **PREMISES** rendered untenable and to the extent of payments received by **LANDLORD** from **TENANT's** rental loss insurer.

18. **EMINENT DOMAIN:**

(a) If the whole of the **PREMISES** shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof (collectively, a "Taking"), this **LEASE** shall automatically terminate and the rent and other charges hereunder shall be adjusted as of the date which is the earlier of the transfer of possession or the vesting of title.

(b) In the event of a partial Taking of the building erected or to be erected on the **PREMISES** (sometimes hereinafter referred to as the "Building"), so as to render the remaining portion thereof unusable for the purposes for which the **PREMISES** were originally leased hereunder, **LANDLORD** and **TENANT** each shall have the right to terminate this **LEASE** and declare the same null and void by written notice of such intention to the other party within thirty (30) days after receipt of notice of such partial Taking. The term of this **LEASE** shall cease only on the part so taken as of the day possession shall be taken by the applicable Governmental Authority and **TENANT** shall pay rent up to that day, and thereafter all the terms herein provided shall continue in effect, except that the basic rent shall be reduced to a lower rent in proportion to the number of square feet of gross floor area remaining in the Building after the partial Taking.

(c) All damages awarded for any Taking shall belong to and be the property of **LANDLORD** whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the **PREMISES**; provided, however, that **LANDLORD** shall not be entitled to any award made for depreciation to or cost of removal of **TENANT's** stock and fixtures.

19. **DEFAULT:**

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) **TENANT** shall fail to pay in full when due any installment of rent or any other sum payable by **TENANT** hereunder.

(b) **TENANT** shall fail to perform or observe any other covenant, term, condition, agreement or obligation to be performed or observed by **TENANT** under this **LEASE**, and such failure shall continue for fifteen (15) days after written notice thereof from **LANDLORD** or **TENANT**.

(c) (i) The adjudication of **TENANT** as a bankrupt or insolvent, (ii) the filing of a petition seeking reorganization of **TENANT** or an arrangement with creditors, or any other petition seeking protection of any bankruptcy or insolvency law, or (iii) the filing of a petition seeking the appointment of a receiver, trustee, or liquidator of **TENANT** or of all or any part of **TENANT's** assets or property, (iv) an assignment by **TENANT** for the benefit of creditors, or (v) the levy against any portion of **TENANT's** assets or property by any sheriff or other officer which is not removed within fifteen (15) days.

20. **REMEDIES:**

Upon the occurrence of any Event of Default, **LANDLORD** shall have the following rights and remedies in addition to all other rights and remedies otherwise available at law or in equity:

(a) The entire balance of all rent and other charges to become due for the balance of the term hereof, at the option of **LANDLORD**, shall be accelerated and shall be due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, all of which are hereby expressly waived by **TENANT**.

(b) At the option of **LANDLORD**, the term of this **LEASE** shall terminate and become absolutely void, without notice and without any right on the part of **TENANT** to save the forfeiture by payment of any sum due or by other performance of any term, covenant or condition broken.

(c) At the option of **LANDLORD**, **LANDLORD** shall have the right to reenter and possess the **PREMISES** without demand or notice and with or without process of law, using such reasonable force as may be necessary, without being deemed guilty of trespass, eviction, forcible entry, conversion or becoming liable for any loss or damage which may be occasioned thereby.

(d) Upon any termination of this **LEASE** or the term thereof, whether by lapse of time, the exercise of such remedy by **LANDLORD**, or in any other manner, or upon any termination of **TENANT**'s right to possession of the **PREMISES** without such termination, **TENANT** and all persons claiming by, through or under **TENANT** shall immediately vacate and surrender possession of the **PREMISES** to **LANDLORD** in the condition at the acceptance of the **PREMISES**, normal wear and tear accepted, hereof, and shall immediately remove all of their property and effects from the **PREMISES**. If **TENANT** or anyone claiming by, through or under **TENANT** fails to remove all of their property and effects from the **PREMISES** within ten (10) days after written notice of termination, **LANDLORD** shall have the right to remove and store such property and effects at **TENANT**'s expense, and/or upon ten (10) days notice, sell such property and effects at public sale and, after deducting all costs of storage, advertising and selling such property and effects, including without limitation attorneys' fees, workmen's wages, and brokers' and officers' commissions, retain the proceeds thereof on account of **TENANT**'s obligations hereunder.

(e) If **TENANT** defaults in any payment of rent or any other charges hereunder, a penalty of \$25.00 per day shall be added to the sum otherwise due and payable.

(f) **LANDLORD** shall have and may exercise any and all rights and remedies granted or allowed to **LANDLORD** under any statute or otherwise at law or in equity. All remedies available to **LANDLORD** hereunder and at law and in equity shall be cumulative, concurrent and nonexclusive.

21. CONFESSION OF JUDGMENT:

Upon the occurrence of any Event of Default by **TENANT** under this **LEASE**:

(a) Any clerk of court, prothonotary or attorney, of any court of record, in any state or jurisdiction, as applicable, is hereby authorized to appear for **TENANT** in an amicable or other action by **LANDLORD** for rent in arrears, or treated as if in arrears, and to accelerate rent, additional rent and other sums, and for all other fees, commissions, costs and charges due or allowed hereunder, whether or not payable as rent, additional rent, or otherwise, and to sign for **TENANT** an agreement for entering in such court an amicable or other appropriate action or actions, either civil action, or in assumpsit, or its or their equivalent, for the recovery of arrears of rent, future rent, additional rent, and other items or charges as set forth herein, all to be treated as if in arrears, and in any litigation or such amicable action, with or without declaration, to confess judgment against **TENANT** for all arrears of rent, future rent, additional rent and other items and charges as well as interest and costs, together with reasonable attorney's fees as determined by the court. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed from time to time and as often as any rent shall be in arrears and/or any additional rent shall be in arrears and/or any other breach shall occur and/or any other charges shall fall due and are not paid. Such powers may be exercised during as well as after the expiration or termination of the original term and during and at any time after any extension or renewal of the original term, and/or after expiration of any or all thereof.

(b) When this **LEASE** shall be terminated by covenant or condition broken, including non-payment of rent, additional rent, or other sums, either during the original term, or any renewal or extension term, or after any of same shall have expired, any clerk of court, prothonotary or attorney may, with or without declaration, appear for **TENANT** and file an agreement for the entering in any competent

court in any jurisdiction, as applicable, an amicable or other appropriate action for judgment in ejectment or its equivalent, against TENANT and all persons claiming by, under or through TENANT, and a writ for the recovery by LANDLORD of possession or its equivalent may issue forthwith with or without any prior writ or proceedings whatsoever, and if such action shall be canceled or suspended, and/or if possession of the leased PREMISES shall remain in or be restored to TENANT, or any other person, LANDLORD shall have the right, upon any subsequent default, or upon the termination of this LEASE or any extension or renewal thereof, to bring one or more amicable or other appropriate actions in ejectment or its equivalent as hereinbefore set forth, to recover possession of said leased PREMISES or of any part thereof.

(c) In any action of ejectment, or any civil action, or any action in assumpsit, or in any similar or equivalent action, for rent, additional rent or other charges, LANDLORD shall cause to be filed in such action an affidavit setting forth the facts necessary to authorize the entry of judgment and, if a true copy of this LEASE (and an averment of the truth of the copy shall be sufficient proof) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any law, regulation, rule of court, custom or practice to the contrary notwithstanding. TENANT also expressly waives the benefit of all laws now or hereafter in force, exemption any of TENANT's property, whether within the leased PREMISES or elsewhere, from distraint, levy or sale.

(d) After reentry, retaking or recovering the leased PREMISES or any part thereof, whether by way of termination of this LEASE or not, LANDLORD may, but shall not be obligated to, lease said leased PREMISES or any part or parts thereof to any person or entity, and upon such terms as may or shall in LANDLORD's sole discretion seem best, and for a term within or beyond the term of this LEASE, and TENANT shall be liable for any loss of rent and additional rent for the balance of the then current term of this LEASE, as well as the loss of any other sums which would have been payable by TENANT as additional rent.

(e) TENANT acknowledges that it has been fully apprised of, and fully comprehends, the nature of the proceedings, confession, judgment, amicable actions and other actions as above set forth, and specifically civil actions, actions in assumpsit, and actions in ejectment, or their equivalent, and he, she, or they, or if a corporation, its principal officers, understand that judgment may be entered by confession in any such action without any prior appearance by or on behalf of TENANT (or if applicable any of them) and/or without an opportunity to defend. TENANT has been apprised of and fully comprehends that in any such action damages may be awarded against TENANT (and if applicable each of them) for arrears of rent and additional rent, for rent for the remainder of the LEASE term, and for all other items payable under the LEASE, and all to be treated as if in arrears and/or due, and also for any and all charges, interest, costs and attorneys' commissions, and further, in any action in ejectment or its like, judgment may be entered against TENANT (and if applicable each of them) and a writ of possession of its equivalent may issue forthwith causing the removal of TENANT (and if applicable each of them) and/or any other appropriate party, from the leased PREMISES, and TENANT for itself, himself, herself, themselves and all those claiming by, under or through TENANT, hereby waive any claim as to due process or other rights in or with respect to any such proceeding. If any proceeding shall be commenced by LANDLORD to recover possession and TENANT or others shall be entitled to any notice by reason of any statute or by other right, TENANT hereby knowingly, for all, waives the requirements thereof and agrees that fifteen (15) days notice to TENANT or such others shall be sufficient.

TENANT UNDERSTANDS THIS CONFESSION OF JUDGEMENT AND HAS HAD THE OPPORTUNITY TO REVIEW THIS WITH AN ATTORNEY. TENANT UNDERSTANDS THAT THIS AGREEMENT ALLOWS THE LANDLORD TO ENTER JUDGEMENT AGAINST TENANT FOR ANY DEFAULT IN THE LEASE WITHOUT OFFERING TENANT AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY. TENANT KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO RESIST THE ENTRY OF JUDGEMENT AGAINST TENANT. THIS AGREEMENT IS EXECUTED IN CONNECTION WITH THIS COMMERCIAL LEASE.

DAVISON & McCARTHY, P.C.

By: 

DENNIS M. McCARTHY, President

22. **AFFIDAVIT OF DEFAULT:**

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

23. **WAIVERS BY TENANT:**

TENANT specifically waives all procedural errors, defects and imperfections in entering any actions or judgment hereunder, or in any writ, or process, or proceeding thereon or thereto or in any way concerning same. **TENANT** further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this **LEASE**, and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk of Court to issue a Writ of Execution or other process. If proceedings shall be commenced by **LANDLORD** to recover possession either at the end of the term or sooner termination of this **LEASE** or for nonpayment of rent or any other reason, **TENANT** specifically waives any right to a specified period of notice required by any Act of Assembly or other statute and agrees that fifteen (15) days notice or such other notice requirement specified in this **LEASE**, whichever is greater, shall be sufficient in either or any other case.

24. **NO WAIVER BY LANDLORD:**

Failure of **LANDLORD** to seek redress for violation of or to insist upon the timely performance of any of the terms, covenants or conditions of this **LEASE** (regardless of the length of the breach), shall not be deemed to be a waiver by **LANDLORD** of any of his rights hereunder. No waiver by **LANDLORD** at any time, expressed or implied, of any breach of any provision of this **LEASE** shall be deemed a waiver of the breach of any other provision of this **LEASE** or a consent to any subsequent similar breach or breach of any other provision. The consent or approval by, **LANDLORD** to or of any act by **TENANT** requiring **LANDLORD's** consent or, approval shall not be deemed to render unnecessary **LANDLORD's** consent or approval to or of any subsequent similar act by **TENANT**. No breach of a covenant or condition of this **LEASE** shall be deemed to have been waived by **LANDLORD**, unless such waiver is in writing signed by **LANDLORD**. No acceptance by **LANDLORD** of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

25. **HOLDING OVER:**

If **TENANT** shall be in possession of the **PREMISES** after **TERMINATION DATE** in the absence of any agreement extending the **TERM** hereof, the **TENANT** shall be a "HOLDOVER TENANT" and the tenancy may be terminated by the **LANDLORD** at any time. If the **TENANT** remains in possession of the **PREMISES** as a **HOLDOVER TENANT**, the **TENANT** shall pay monthly rent equal to One Hundred Fifty (150%) percent of the monthly rental due during the **TERM** of the **LEASE** prior to **TERMINATION DATE** so long as **LANDLORD** shall give written notice to **TENANT** within fifteen (15) days after the **HOLDOVER** period commences. Nothing contained herein shall limit **LANDLORD'S** remedies to remove **TENANT** from the **PREMISES** pursuant to the terms of this **LEASE**.

26. **NOTICES:**

(a) Any notice, consent, approval, submission, or demand given pursuant to this **LEASE** shall be in writing and shall be deemed given if hand delivered or mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the respective addresses set forth above, or such other address as the parties may designate by notice to each other and with a copy of any such notice as follows:

TO LANDLORD: Director of General Services
Lehigh County Government Center
17 South 7th Street
Allentown, PA 18101

cc: Department of Law
Lehigh County Government Center
17 South 7th Street
Allentown, PA 18101

TO TENANT: DAVISON & McCARTHY, P.C.
702 Hamilton Street, Suite 300
Allentown, PA 18101

Any such notice shall be deemed to have been given on the date hand delivered or on the delivery date shown on the certified or registered mail receipt for such notice, except that if any such notice is returned to the sender by the Postal Service because of nondelivery for any reason, the notice shall be deemed to have been given on the earliest date on which delivery by the Postal Service was attempted, as indicated by the Postal Service endorsement(s) on the returned notice.

(b) TENANT shall give immediate notice to LANDLORD of (i) any fire or other casualty causing damage to the PREMISES, (ii) any notice concerning any Taking of all or any part of the PREMISES, (iii) the occurrence of any injury or property damage on the PREMISES, (iv) the receipt of any notice concerning any claim or lawsuit or the commencement of any litigation affecting the PREMISES, or (v) any other notice concerning the PREMISES whatsoever.

27. OWNER/MORTGAGEE RIGHTS:

A. All rights, benefits and indemnification's herein granted to or retained by the LANDLORD shall be carried out, utilized, extended to and enforced by the Management Agent for LANDLORD and action thereon shall be able to be brought in the name of such Management Agent on behalf of LANDLORD as well as in the name of LANDLORD alone. LANDLORD reserves the right from time to time, to appoint a Management Agent and shall give notice to TENANT upon the occurrence of such action.. All rights, benefits and indemnification's herein granted to or retained by the LANDLORD shall be carried out, utilized, extended to, and enforced by the Management Agent for LANDLORD, (including the Management Agent's officers, employees, and Agents) and the Management Agent is hereby authorized to take action hereunder under its own name on behalf of LANDLORD, or in the name of LANDLORD alone.

B. In the event of any sale, exchange or other transfer of the PREMISES by LANDLORD or assignment by LANDLORD of this LEASE, LANDLORD shall automatically be relieved of any and all obligations on the part of LANDLORD occurring from and after the date of such sale or assignment including, but not limited to, any interest of the transferor, and LANDLORD, in any funds then in the hands of LANDLORD in which TENANT has interest to the transferee and notice of such sale, transfer or LEASE has been delivered to TENANT as required by law.

C. In the event that the then appointed Management Agent shall cease to be the Management Agent for the PREMISES, then it shall have no further obligations under this LEASE.

D. TENANT's rights under this LEASE are and shall always be subordinate to the operation and effect of any mortgage, ground lease, deed of trust or other security instrument now or hereafter placed upon the BUILDING, or any part thereof, by the LANDLORD or its predecessors, successors or assigns.

E. Notwithstanding anything to the contrary set forth in the LEASE, TENANT hereby attorns and agrees to attorn to any person, form, corporation or other type entity purchasing or otherwise acquiring the PREMISES or any interest therein at any sale or other transfer including any proceeding or other exercise of any rights, powers or

remedies under any mortgages or deeds of trust as if such person, form or corporation or other entity had been named as **LANDLORD** herein under the then existing terms and conditions of the **LEASE**.

28. REAL ESTATE COMMISSIONS.

LANDLORD and **TENANT** acknowledge that no real estate agent has been involved in this transaction and neither party shall have any liability for a real estate or broker commission.

29. COMPLIANCE WITH LAWS.

TENANT shall, at **TENANT**'s expense, from commencement of this **LEASE** and at all times, comply with all applicable statutes, ordinances, codes, rules, regulations and orders of all Federal, State and Municipal governmental bodies and agencies, and courts, as well as all covenants, conditions and restrictions of record with reference to or affecting the **PREMISES** or the Overall **PREMISES**, including without limitation those requiring the use by **TENANT** of the **PREMISES**. **TENANT** shall not use or permit the use of the **PREMISES** in any manner that would create a safety, health or environmental hazard, material waste, or a nuisance.

30. CAPTIONS:

The captions preceding the Paragraphs of this **LEASE** are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this **LEASE** nor in any way affect this **LEASE**.

31. SEVERABILITY:

If any provision of this **LEASE** shall be deemed to be invalid or unenforceable, the remainder of the provisions of this **LEASE** shall not be affected thereby and each and every provision of this **LEASE** shall be enforceable to the fullest extent permitted by law.

32. INTERPRETATION:

As used in this **LEASE** and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The term "person" as used herein means person, firm, association, or corporation, as the case may be. This **LEASE** was prepared and negotiated by the parties hereto and all clauses of and this **LEASE** as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form. This **LEASE** constitutes and expresses the whole **LEASE** of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements are null and void unless in writing as part of this **LEASE**.

33. TIME OF THE ESSENCE.

Time is and shall be of the essence of each term and provision of this **LEASE**.

34. AMENDMENT.

No alteration, amendment, change or addition to this **LEASE** shall be binding upon **LANDLORD** or **TENANT** unless reduced to writing and signed by each party.

35. GOVERNING LAW:

This **LEASE** and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania and any actions between the parties to this **LEASE** shall be commenced in the courts having jurisdiction in Lehigh County, Pennsylvania.

36. **PARTIES:**

The covenants, conditions, and agreements contained in this LEASE shall bind and inure to the benefit of LANDLORD and TENANT and their respective heirs, executors, administrators, successors and assigns.

37. **LEASE CONTENTS:**

This LEASE consists of pages 1 through 11.

38. **COUNTERPARTS:**

This LEASE may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this LEASE as of the day and year first above written.

ATTEST:

LANDLORD:

THE COUNTY OF LEHIGH

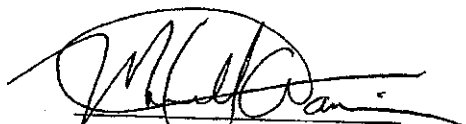
By: _____
TOM MULLER
COUNTY EXECUTIVE

ATTEST:

TENANT:

DAVISON & McCARTHY, P.C.

By: 
DENNIS M. McCARTHY, Pres./Dmt.


Sec.