

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE is made this ____ day of _____, 2018 by and between **BOROUGH OF WEST CHESTER**, a home rule municipality with a temporary address of 829 Paoli Pike, West Chester PA 19380 ("Landlord") and **SPRINKLES YOGURT OF WEST CHESTER, LLC**, a Pennsylvania limited liability company with offices at 1133 Herkness Dr., Jenkintown, PA 19046 ("Tenant").

WHEREAS, Landlord and Tenant entered an Agreement of Lease dated April 30, 2009 (the "Lease") whereby Landlord agreed to lease to Tenant certain premises containing approximately 1,390 square feet on the ground floor of the Bicentennial Parking Garage located at 22 South High Street in the Borough of West Chester (referred to as the "Leased Premises").

WHEREAS, the Initial Term of the Lease was a 10-year term which would expire on April 30, 2019.

WHEREAS, Tenant has advised Landlord that it desires to terminate the Lease prior to the expiration of the Initial Term and surrender possession of the Leased Premises to the Landlord as of September 30, 2018.

WHEREAS, Landlord is willing to allow Tenant to terminate the Lease prior to the expiration of the Initial Term and to enter a new lease with StokedLife LLC with a commencement date of October 1, 2018.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The recital paragraphs set forth above shall be incorporated herein by reference.

2. The Lease shall terminate as of September 30, 2018 provided that on or before that date the Borough has entered a new lease for the Leased Premises with Stokedlife LLC or a different tenant.

3. Tenant shall surrender possession of the Leased Premises and the Storage Area (as defined in the Lease) on or before 11:59 p.m. on September 30, 2018 in good order and repair (ordinary wear and tear excepted) and broom clean. Tenant shall remove from the Leased Premises all of Tenant's signs and personal property including machinery, trade fixtures and equipment which were used in conducting Tenant's

business and which are not owned by the Landlord; provided however that Tenant will not be responsible to remove from the Leased Premises Tenant's personal property including machinery, trade fixtures and equipment if Landlord enters a new lease with Stokedlife LLC and such new tenant consents in writing that it will take possession of the Leased Premises in an AS-IS condition with such property in place. If Tenant causes damage to the Leased Premises by the removal of such machinery, trade fixtures and equipment, Tenant shall repair such damage at its expense.

4. If after the termination of the Lease, Tenant owes Additional Rent (as defined in Section 2 of the Lease) Tenant shall pay its proportional share of such Additional Rent within 30 days of receipt of an invoice from Landlord.

5. Tenant deposited a security deposit of \$2,316.67 upon execution of the Lease. Landlord shall return the security deposit to Tenant minus any amounts deducted pursuant to Section 19.2 of the Lease no later than 30 days after Tenant surrenders possession of the Leased Premises; provided Tenant is not in default of any provision of the Lease and has paid Landlord all amounts owed under the Lease. The security deposit shall returned to Tenant at the following address: 1133 Herkness Dr. Jenkintown, PA 19046.

6. The Guaranty Agreement dated April 30, 2009 between Landlord and Matthew Mealey and Ryan Mealey shall terminate as of September 30, 2018 provided Tenant is not in default of any provision of the Lease and has paid Landlord all amounts owed under the Lease.

IN WITNESS WHEREOF, the parties have executed this Termination of Lease on the day first written above.

LANDLORD:

ATTEST:

BOROUGH OF WEST CHESTER

Michael A. Perrone, Secretary

By:

Diane C. LeBold, President

WITNESS

TENANT:

SPRINKLES YOGURT WEST CHESTER , LLC

_____ By: _____
Matthew Mealey, Member

WITNESS

_____ By: _____
Ryan Mealey, Member

8/6/18