INDENTURE OF LEASE

This Indenture, made the 1st day of August, 1953, between the Township of Springfield, a First Class Township, of the Commonwealth of Pennsylvania, hereinafter referred to as Lessor, and the Springfield Ambulance Corps. (Delco), a non-profit corporation, hereinafter referred to as Lessee.

WITNESSETH:

1. That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, kept and performed, has demised and leased, and by these presents does demise and lease, unto the Lessee, and the Lessee does hereby take and hire, upon and subject to the covenants and conditions hereinafter expressed, which the Lessee agrees to keep and perform, the tract or parcel of land, situate in the Township of Springfield, County of Delaware, and State of Pennsylvania, designated and known as all of Lot No. 4, and the Westerly one hundred fifty-two and five tenths feet of Lots Nos. 5 and 6, as shown, inter alia, on a Survey and Plan thereof made by Franklin and Company, Civil Engineers, on September 9th, 1920, and more specifically described in Exhibit A attached hereto and made a part hereof.

2. That the Lessee covenants and agrees that the premises and any buildings erected thereon shall be used only in conformity with the Articles of Incorporation, No. 3048 of 1953, filed in the Court of Common Pleas of Delaware County, Pennsylvania on the 16th day of April, A.D., 1953, as they are now composed. The purpose or purposes of the Lessee Corporation in using the demised premises shall be to operate a volunteer ambulance service within the Township of Springfield and neighboring areas for its members; to attend fires or other disasters; and to lend

first aid and ambulance service to the ill or injured.

3. That Lessee shall have and hold the described premises with the rights, privileges, easements and appurtenances thereto attaching and belonging for a term of ninety-nine (99) years from the 1st day of August A.D., 1963, unless this lease shall sooner terminate pursuant to the provisions and conditions hereinafter set forth.

4. That Lessee shall pay to Lessor the annual rent of One Dollar ($1.00) per year, payable on the 1st day of August, A.D., 1963, and annually thereafter.

5. The Lessee covenants and agrees, up to and including December 31, 1963, or when the building is completed, whichever date is later, to keep the above described premises and any building erected thereon, insured for the benefit of the parties hereto in an amount satisfactory to both parties, said amount to be not less than 80% of the full insurable value thereof, against loss or damage by fire and lightening, including, by an extended coverage endorsement, windstorm, hail, explosion (except boiler), riot, damage from aircraft and vehicles and smoke damage, against loss or damage by any steam boiler, pressure vessel or other such apparatus as the Parties may deem necessary to be covered by such insurance and in such amount or amounts as the Parties may from time to time reasonably require, against war damage whenever such insurance shall be written and a state of war or public emergency exists, in an amount equal to the lesser of the full insurable value of the building, and the maximum amount of such insurance obtainable, and against such other risks, of a similar or dissimilar nature, as are or shall be customarily covered with respect to buildings, similar in construction, general location, use and occupancy of the building in such amounts as may from

time to time be reasonably required by the parties. Further, it is hereby agreed by the Lessor that on and after January 1, 1964, or when the building is completed, whichever date is later, until the termination of this lease, the Lessor shall at its sole expense comply with the above insurance requirements.

6. The Lessee agrees, up to and including December 31, 1963, or when the building is completed, whichever date is later, to maintain for the mutual benefit of the Lessor and Lessee, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the premises, or any elevators or escalators therein and on, in or about the adjoining streets and passageways, and against contractual liability for any such claims, such insurance to afford protection to the limits of not less than $100,000, in respect to injury or death to a single person, $300,000. in respect to any one occurrence, and $25,000. in respect to property damage. Further it is hereby agreed by the Lessor that on or after January 1, 1964, or when the building is completed, whichever date is later, until the termination of this lease, the Lessor shall at its sole expense comply with the above insurance requirements.

7. All policies of insurance shall be in form satisfactory to the Parties hereto, shall be written with companies satisfactory to the Parties hereto, and distributed among them in amounts satisfactory to the Parties hereto.

8. The Lessee covenants, at the Lessees' sole cost and expense to take good care of the interior of the premises and to keep the same in good order and condition and to make promptly all necessary repairs, interior only, all such repairs to be equal in quality and class to the original work. When used in this paragraph the term "repairs" shall include alterations, replacements and renewals.

9. The Lessee covenants that upon termination of this lease for any reason whatsoever the Lessee will surrender to the Lessor the entire premises, together with all improvements, changes, alterations and replacements in good order, condition and repair, except for reasonable wear and tear.

10. The Lessee covenants throughout the term of this lease, at the Lessee's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. The Lessee will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the premises. Both of the above relate sololy to Lessee's construction of a building and occupance thereof.

11. All improvements, changes, alterations made or installed by the Lessee shall immediately upon completion or installation thereof be and become the property of the Lessor without payment therefor by the Lessor.

12. The Lessee shall not suffer or permit any mechanic's or other liens to be filed against the premises nor against the Lessee's leasehold interest therein by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of the Lessor, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the premises, nor as giving the Lessee any right, power or authority to contract for or permit the

rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the premises.

13. The Lessee agrees to permit the Lessor and any authorized representatives of the Lessor to enter the premises at all times to inspect the same and if the Lessor shall desire, but without implying any obligation on the Lessor so to do, to make any repairs deemed necessary or desirable by the Landlord and to perform any work in the premises deemed necessary by the Lessor to comply with any law, ordinances, orders, rules, regulations or requirements of any governmental authority.

14. During the term of this lease, neither this lease, nor the term hereby demised shall be assigned, transferred or mortgaged by the Lessee, its successors or assigns, or the personal representative of any assignee or transferee, nor shall the premises or any part thereof be let or underlet by the Lessee, its successors or assigns, or the personal representative of any assignee, without, in each case, the prior written consent of the Lessor being first had and obtained.

15. The Lessee agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service used, rendered or supplied upon or in connection with the premises up to and including December 31, 1963, or when the building is completed, whichever date is later, and to indemnify the Lessor and save it harmless against any liability or damages on such account during said period. The Lessee shall also at its sole cost and expense procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the premises of wires, pipes, conduits, tubes and other equipment and appliances

ices for use in supplying any such service to and upon the premises. On or after January 1, 1964, or when the building is completed, whichever date is later, the Lessor agrees to pay or cause to be paid, all charges for gas, electricity, light, heat, or power used, rendered or supplied upon or in connection with the premises until the termination of this lease. Lessee shall continue to be responsible for the payment of all charges with reference to telephone or other communication service used.

16. The Lessee agrees to indemnify and save harmless the Lessor against and from any and all claims for or on behalf of any person, firms or corporations, arising from the conduct or management of, or from any work or thing whatsoever done in and about the premises during the term of this lease and will further indemnify and save the Lessor harmless against and from any and all claims arising during the term of this lease from any condition of the interior of the premises, or of any vaults, tunnels, passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this lease, or arising from any act of negligence of the Lessee, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this lease, in the premises, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon.

17. The Lessee covenants and agrees to pay, and to indemnify the Lessor against all legal costs and charges lawfully and reasonably incurred in obtaining possession of the premises after de-

fault by the Lessee or upon expiration or earlier termination of this lease or in enforcing any covenant or agreement of the Lessee herein contained.

18. If any covenant, agreement or condition of this lease or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each covenant, agreement or condition of this lease shall be valid and enforceable to the fullest extent permitted by law.

19. All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing, and shall be deemed given when sent by United States Registered or Certified Mail, postage prepaid.

20. The Lessor covenants and agrees that the Lessee upon payment of the annual rent and all other charges herein provided for and performing and fulfilling the covenants, agreements and conditions of this lease on the Lessee's part to be performed and fulfilled, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this lease without hindrance or molestation of the Lessor or any person or persons claiming under the Lessor.

21. The specified remedies to which the Lessor may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Lessor may be lawfully entitled in case of any breach or threatened breach by the Lessee of any covenant, agreement or condition of this lease. The failure of the Lessor to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this lease

or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, condition or option. A receipt by the landlord of rent with knowledge of the breach of any covenant, agreement, or condition hereof shall not be deemed a waiver of such breach, and no waiver by the Lessor of any covenant, agreement or condition of this lease shall be deemed to have been made unless expressed in writing and signed by the Lessor.

22. This lease cannot be changed orally, but only by agreement in writing signed by the party against whom or against whose successors and assigns enforcement of the change is sought.

23. The Lessee covenants and agrees that within one (1) year from the date hereof the Lessee will, without cost or expense to the Lessor, construct and complete or cause to be constructed or completed on said land a building, substantially in accordance with the detailed plans and specifications therefor, prepared by Carl J. Johnson, Architect, dated August 3, 1962, an addendum dated August 16, 1962, and a letter of change dated May 27, 1963 and heretofore submitted to and approved by the Lessor.

24. The Lessee shall observe and be bound by the following conditions and provisions in respect to the performance of the work:

(a) Whenever the Lessee desires to make changes in said plans and specifications, or addition thereto, the Lessee shall serve upon the Lessor a statement thereof, together with appropriate plans and specifications showing in detail the nature of the changes or additions desired. The Lessor shall give notice within 10 days after receipt of such plans and specifications, or statement of additions, of its approval of the same, which shall not be unreasonably withheld, or of its disapproval of the same

and objections thereto, and in default of such notice from the Lessor to the Lessee, such changes, to the extent not specifically objected to, shall be deemed to have been approved. Any such changes or additions which the landlord does not approve as provided in this paragraph shall not be adopted or incorporated in the improvements. Any such changes of additions which the Lessor does so approve shall be subject to the provisions of this lease with the same effect and intent as if they were embodied in the original plans and specifications.

(b) All work required for the construction and completion of the improvements shall be performed in a good and workmanlike manner and all materials used shall be new and of good quality, and otherwise substantially in accordance with said plans and specifications.

(c) At all times when any work is in progress in connection with the construction and completion of the improvements, the Lessee without cost or expense to the Lessor, shall maintain or cause to be maintained Workmens' Compensation Insurance covering all persons who are engaged in the performance of such work, and with respect to whom death or bodily injury claims could be asserted against the Lessor, the Lessee or the premises. The Lessee shall at the Lessor's request submit to the Lessor a certificate of such insurance from the insurer, or other proof satisfactory to the Lessor of its maintenance.

(d) The construction and completion of the improvements will be performed in accordance with the requirements of the applicable laws and ordinances in force in the Township of Springfield and of all other governmental or public authorities having jurisdiction, and the Lessee shall procure and pay for, as required, all permits and authorization of all municipal and other governmental

or public authorities having jurisdiction, provided, however, that the Lessor shall join in the application for any such permit or authorizationwhenever such joiner is necessary, all expenses thereof to be paid by the Lessee.

(e) The Lessor by its officers, agents and employees may enter upon said land and the improvements at all reasonable times to inspect the progress or completion of the improvements.

(f) The foregoing paragraph providing for the maintenance of liability insurance and for the indemnification of the Lessor by the Lessee shall apply to all claims and actions arising during and in connection with the construction and completion of the improvements.

25. The improvements, all material comprising the same, and all building equipment installed therein shall immediately and simultaneously with the progressive performance of the applicable work thereon or any installation thereof be and become the property of the Lessor without payment therefore by the Lessor.

26. It is understood and agreed between the parties hereto that the requirements of insurance mentioned in Paragraphs 5 and 6 above do not include any furniture, furnishings, communication equipment, or any other personal property belonging to Lessee which may from time to time be placed in such building. It is agreed that the Lessee shall, at its own expense, carry such insurance on its personal property as said Lessee may desire, provided however, that any ambulances owned or operated by Lessee shall be insured by coverage under Lessor's fleet insurance policy.

27. The Lessee agrees that at any time and from time to time upon not less than 10 days prior request by the Lessor, the Lessee will execute, acknowledge and deliver to the Lessor a statement in writing certifying (a) that this lease is unmodified and in full force and effect, or if there have been modifications that the same is in full force and effect as modified and identifying

the modification, (a) that, as far as the person making the certificate knows, the Lessor is not in default under any provisions of this lease if such be the case.

23. The Lessor agrees at any time and from time to time upon not less than 10 days' prior written request by the Lessee to execute, acknowledge and deliver to the Lessee a statement in writing certifying that this lease is unmodified and in full force and effect or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications, and stating whether or not, to the best of the knowledge of the signer of such certificate, the Lessee is in default in the performance of any covenant, agreement, or condition contained in this lease, and if so, specifying each such default of which the signer may have knowledge.

24. On or after January 1, 1961 or when the building is completed, whichever date is later, Lessor agrees, until the termination of this lease, at its sole expense, to maintain and keep in repair the exterior of the aforesaid building, including but not exclusively, the outside walls, parking area, driveways, and sidewalks.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this agreement the day and year first above written.

TOWNSHIP OF SPRINGFIELD

By _____
President

Attest _____
Secretary

SPRINGFIELD AMBULANCE CORPS
(Delco)

By _____
President

Attest _____
Secretary

SEAL

EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Springfield, County of Delaware and State of Pennsylvania, designated and known as all of Lot No. 4, and the Westerly One hundred fifty-two and five-tenths feet of Lots Nos. 5 and 6, as shown inter alia, on a Survey and Plan thereof made by Franklin and Company, Civil Engineers, on September 9th, 1920, bounded and described according thereto as one tract, as follows, to wit:

BEGINNING in a line Ten and one one-hundredth feet Southwest of and parallel with the center line of Saxer Avenue (as laid out thirty-three feet wide) at a point in said line One Hundred feet Southeastwardly from the center line of Bennett Road (now known as Powell Road) (also laid out Thirty-three feet wide), said point being the Northwesterly corner of Lot No.4 on said Plan); thence North Fifty-eight degrees, forty-three minutes, forty seconds East One hundred fifty-two and five-tenths feet to a point and Northeasterly corner of Lot No. 4 on said Plan; thence South Thirty-four degrees, one minute East One hundred fifty-six and five-tenths feet to a point in the Southeasterly line of Lot No 6. on said Plan; thence South Fifty-eight degrees, forty-three minutes, forty seconds West One Hundred fifty-two and five-tenths feet to a point in the bed of said Saxer Avenue, Ten and one one hundredth feet Southwestwardly from the center line thereof; thence North Thirty-four degrees, one minute West One hundred fifty-six and five-tenths feet to the first mentioned point and place of beginning.

EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Springfield, County of Delaware and Commonwealth of Pennsylvania, dated August 30, 1954.

BEGINNING at a point in the title line in the bed of Saxer Avenue (thirty-three feet wide), the said point being One hundred feet South thirty-four degrees one minute East from the point of intersection of the said title line with the center line of Powell Road (thirty-three feet wide) thence from the said point of beginning and along property of Springfield Fire Company, North Fifty-eight degrees, forty-three minutes, forty seconds East One Hundred and fifty-two and five-tenths feet to a point; thence South thirty-four degrees, one minute East Fifty feet to a point; thence South Fifty-eight degrees, forty-three minutes, forty seconds West One Hundred and fifty-two and five-tenths feet to a point in the title line in the bed of Saxer Avenue; thence along the same, North Thirty-four degrees, one minute West Fifty-feet to the first mentioned point and place of beginning, The said title line being Ten and one one-hundredth feet Southwest of and parallel to the center line of Saxer Avenue.

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF DELAWARE

On this 5th day of August 1963, before me, A Notary Public, in Delaware County, the undersigned officer, personally appeared Robert R. Strayer, who acknowledged himself to be the President of the Springfield Ambulance Corps (Delco), a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My commission expires:

Notary Public, Media, Delaware Co., Pa.
My Commission Expires March 25, 1964

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE ss

On this the 8th day of August 1963, before me a Notary Public, the undersigned officer, personally appeared Terrence G. Williams President of the Township of Springfield of the Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument, and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thos. C. Gelger

Notary Public
My commission expires 5-22-68

BOOK 2145 PAGE 496

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Writ of Habeas Corpus ad testificandum

LAW OFFICES
ROCAP & ROCAP
SECOND & JACKSON STREETS
MEDIA, PENNSYLVANIA

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