

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made this 2nd day of October, 2020, by and between the Borough of Waynesboro a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Borough"), and the Renfrew Committee, Inc., a Pennsylvania non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("RCI").

WHEREAS, the Borough owns certain improved real estate along Pennsylvania Highway Route 16 at the East Branch of the Antietam Creek in Washington Township, Franklin County, Pennsylvania, such land being locally known as Renfrew Museum and Park ("Real Property") and bearing Franklin County Tax Parcel Number of 23-0Q12.-039.-EX0000; and

WHEREAS, Borough also owns certain personal property of historical value ("Historic Items") and other personal property that does not have historical value ("Furnishings"); and

WHEREAS, the Real Property, Historic Items, and Furnishings were conveyed to the Borough by bequest of Emma G. Nicodemus in her last will and testament (the "Will"). A copy of the Will is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Real Property, Historic Items, and Furnishings are to be used and maintained as a museum and public park for the benefit of the public; and

WHEREAS, while the Borough is the owner of the Real Property, Historic Items, and Furnishings, the management of the museum and park are to be delegated to a committee of seven (7) people appointed by the Borough pursuant to the Will; and

WHEREAS, on August 22, 1996, the Borough incorporated the organization referred to as RCI and the Borough is the sole member of RCI; and

WHEREAS, RCI is to operate as a supporting organization to the Borough; and

WHEREAS, in the event of the dissolution of RCI, RCI assets (except for assets contributed by a donor other than Renfrew Trust to an alternate organization) shall be distributed to the Borough of Waynesboro; and

WHEREAS, the RCI desires to lease from the Borough the Real Property, Historic Items and Furnishings (collectively referred to herein as the "Property") to promote the preservation of Renfrew Museum and Park for current and further generations pursuant to the Will, to provide special events and workshops, and to provide educational programming within the mission statement of Renfrew Museum and Park, subject to certain terms and conditions.

NOW THEREFORE, the parties agree as follows:

1. **Lease of Property.** The Borough hereby demises, lets, and leases the Property to RCI pursuant to the terms and conditions of this Agreement.

A. As of the effective date of this Agreement, the following structures and features are situate upon the Real Property as shown on the attached site map, attached hereto and incorporated herein as Exhibit B:

- i. Fahnestock House
- ii. Fahnestock Barn
- iii. Royer House
- iv. Smokehouse
- v. Summer Kitchen
- vi. Milk House
- vii. Visitor's Center
- viii. Lion's Club Pavilion
- ix. Limestone Kiln
- x. Burns Cemetery
- xi. Caretaker's Residence (Ed Miller House)
- xii. Hog Shed (Maintenance Building)
- xiii. Chicken Coop (Cabinet Shop & Pottery Shop)
- xiv. Tractor Shed
- xv. Four Square Garden
- xvi. Summer Kitchen Garden

In addition to the existing structures, features, and park amenities as shown on Exhibit B, the Borough of Waynesboro has approved the construction of a Grist Mill structure, small restroom building, and Miller's house on the Real Property. The Borough of Waynesboro has also approved the conversion of the Caretaker's Residence (Ed Miller House) to an administrative building.

B. The rent payment from RCI to the Borough for the lease of the Property shall be one dollar (\$1.00) for each year of the Agreement and shall be due on December 31st of each calendar year of this Agreement.

C. **Utilities, Taxes, and Insurance.** RCI shall be responsible for payment of all utilities servicing the Real Property including water, sewer, solid waste and recycling, gas, electric, telephone and internet services. To the extent permitted by the applicable utility provider, all accounts for utility services to the Real Property shall be placed in the name of RCI. In the event that utility services cannot be placed in the name of RCI, RCI shall remit to Borough payment for all utility services within thirty days of the Borough notifying RCI of a balance due for utility services. RCI does hereby release the Borough from any damage which may result by reason of failure of the supply of water, sewer, solid waste and recycling, gas, electric, or other utilities. Should RCI fail to pay any bills as aforesaid, the Borough shall have the right (but not the obligation) to pay the same and the amount as paid shall be chargeable by the Borough to RCI as additional rent.

- D. Real Property Taxes. Although the Real Property is currently designated as exempt from real property taxation, to the extent that there are any real estate taxes affecting the Real Property, RCI shall be responsible for the payment of any and all real property taxes affecting the Real Property from the date of this Lease throughout the term of this Lease. Should RCI fail to pay any real estate tax bill as aforesaid, the Borough shall have the right (but not the obligation) to pay the same and the amount as paid shall be chargeable by the Borough to RCI as additional rent.
- E. The Borough shall be responsible for carrying hazard insurance upon any and all structural improvements which are situated upon the Real Property together with all other insurance thereon in an amount not less than 100% of the replacement cost thereof along with any additional coverage that the Borough deems necessary to adequately cover its interest, however, both parties agree that the costs of any such insurance shall be borne by the RCI as additional rent hereunder and payable upon demand by the Borough. Said additional rent shall be paid within thirty (30) days of demand from the Borough.
- F. Condition of the Property. RCI has examined the Property and is satisfied with its present condition. RCI agrees to maintain the Property in a safe and reasonable condition, except for ordinary wear and tear and damage by fire or other casualty not caused by the act or neglect of RCI, its agents, employees, licensees or invitees to include members of the general public using the Property for historic, educational, or recreation purposes. RCI must pay for all repairs, replacements, and damages caused by the act or neglect of RCI, its agents, employees, licensees or invitees to include members of the general public using the Property.
- G. RCI shall be responsible, at its sole cost, for general maintenance and repair of the Property to include the maintenance and repair of the buildings, structures, pavilions and other fixtures and improvements, maintenance and repair of all the parking lots, sidewalks, common areas and facilities, maintenance and repair of the grounds, to include mowing and landscaping, the maintenance and repair of recreation fields, trails, and associated recreation areas, and the maintenance and repair, as necessary, of any recreation equipment.
- H. RCI may make significant alterations or improvements to the Property at its sole cost as long as said significant alterations or improvements are for historic, educational, or recreation purposes subject to the condition precedent to making such alteration being that RCI must procure the Borough's advance written consent for such significant alterations or improvements. A significant alteration or improvement shall be any alteration or improvement that is estimated to cost Twenty Thousand Dollars (\$20,000.00) or more, subject to being Adjusted for Inflation as defined herein, or any demolition of any structure on the Real Property with an appraised value of Five Thousand Dollars (\$5,000.00) or more, subject to being Adjusted for Inflation as defined herein. Adjusted for Inflation shall mean adjusted annually by the percentage increase, if any, of the Consumer Price Index for All Urban Consumers: All Items

(CPI-U) for the United States City Average as published in the Pennsylvania Bulletin prior to January 1 of each calendar year by the Pennsylvania Department of Labor and Industry. Any such significant alterations or improvements if made and affixed to the Real Property by RCI shall become the property of the Borough upon the termination of this Lease Agreement. RCI shall not be required to obtain the Borough's written consent prior to implementing alterations or improvement which are not significant alterations or improvements as defined herein.

In the event that RCI installs any recreational amenities (such as playground equipment) RCI acknowledges and agrees that the recreational amenities shall meet National Recreation and Park Association standards or other nationally accepted standards and the Borough shall have the right to inspect such recreational amenities to determine whether they meet said standards.

- I. Compliance with Laws. RCI shall comply with all laws applicable relative to its use of the Property, including federal, state, and local statutes, rules, and regulations, including regulations of the Borough and Washington Township. In performing any work on the Property, including alterations or improvements to the Property, RCI shall comply with all provisions of the Underground Utility Line Protection Law, Act of December 10, 1974, P.L. 852, No. 287, 1 et seq., as amended or supplemented from time to time. It shall be the RCI's responsibility to contact the utilities that have recorded their facilities in compliance with said Act. RCI shall also be responsible for providing the assigned number from the Pennsylvania One Call System to the Borough.
- J. RCI shall not have right or authority to enter into any sublease with third parties. However, RCI shall be permitted to enter into agreements for short term rentals (those of no more than five (5) consecutive days) of the facilities located on the Real Property for special events, provided such special events do not diminish the use of the Real Property as a place of historic value, education, or recreation. Notwithstanding the foregoing, this prohibition shall not preclude RCI from entering into a sublease for agricultural use of the tillable land at the Real Property, provided that such agricultural use shall not include the erection of any structures. Further, RCI shall not be precluded from entering into concession agreements with vendors or service providers for gift shop, food, or other retail concessions that augment the mission of RCI.

The Borough recognizes the prior use of the Property by The Institute at Renfrew, formerly known as Renfrew Institute for Cultural and Environmental Studies (the "Institute") in accordance with a Facilities Use Agreement between the Institute and RCI, as previously approved by the Borough. Upon the termination of the Borough's prior lease with RCI, the Facilities Use Agreement terminated and the Borough rescinded approval of such Facilities Use Agreement. The Borough recognizes the valuable services that the Institutes provides to the community. Therefore, future use of the Property by the Institute is authorized provided that the Institute operates as a committee under and part of RCI.

- K. Should the Property or any buildings or improvements thereon which are being leased by RCI be destroyed by fire or other casualty, the Borough may, at its sole option, repair and rebuild the buildings or improvements. At all times, RCI shall be responsible for all rent and additional rent due hereunder.
- L. The Borough shall have the right to reasonable access to the Property during the term of this Agreement to ensure that the terms hereof are complied with.

2. **Lease of Historic Items and Furnishings.** The Borough hereby demises, lets, and leases the Historic Items and Furnishing to RCI, an inventory of which are attached hereto and incorporated herein as Exhibit C.

- A. The Borough shall at all times retain sole and exclusive title to the Historic Items and Furnishings and RCI shall not do anything to pledge, sell, mortgage, encumber, impair, diminish, or destroy the Borough's right in and to the Historic Items and Furnishings. RCI shall give the Borough immediate notice of any attempted attachment or other judicial process affecting any Historic Items or Furnishings and shall, whenever requested by the Borough, advise the Borough of the exact location of the Historic Items and Furnishings.
- B. The rent payment from RCI to the Borough for the lease of the Historic Items and Furnishings shall be one dollar (\$1.00) for each year of the Agreement and shall be due on December 31st of each calendar year of this Agreement.
- C. At the termination of this Agreement, RCI shall return the Historic Items and Furnishings to Borough in at least the same condition received, less normal depreciation and reasonable wear and tear ("Leased Condition"). Any and all improvements to the Historic Items and Furnishings at the termination of this Agreement shall be and become the sole property of the Borough. In the event that the Borough discovers that any of the Historic Items or Furnishings shall not be in the Leased Condition, the Borough shall notify RCI in writing of any such defect and RCI shall have a period not to exceed thirty (30) days in which to repair or replace any piece of the Historic Items or Furnishings to ensure the same is in Leased Condition.
- D. RCI shall be solely responsible to the Borough for any and all damage occurring to the Historic Items and Furnishings while in RCI's possession, including but not limited to any damage arising from the misuse of the Historic Items and Furnishings. At its sole cost and expense, RCI shall service, repair, maintain, and preserve the Historic Items and Furnishings in good repair and in Leased Condition during the term of this Agreement. The Historic Items and Furnishings shall be maintained and preserved in accordance with standards and guidelines for care and handling recommended by the American Association of Museums and the American Association of State and Local History.
- E. The Borough shall at any time during normal business hours have the right to enter

into and upon the Real Property where the Historic Items and Furnishings may be located for the purpose of inspecting the same or observing their use, preservation, or display.

- F. RCI may not make any substantial alterations or modifications to the Historic Items or Furnishings except those to effect historic preservation or appropriate restoration without prior written consent of the Borough.
- G. RCI may loan, subject to written agreement, any item of the Historic Items and Furnishings without the prior written consent of the Borough provided that the written agreement for the loan of such item(s) comport with the following criteria:
 - i. The loan may be for no greater term than one (1) year; and
 - ii. The loan contains standards for the handling and care of the loaned item(s) consistent with RCI's obligations under this Agreement; and
 - iii. The Borough is listed as an additional insured on the casualty policy providing coverage for the item by the entity to whom the item(s) are loaned and such casualty policy is in an amount sufficient to fully insure the item(s); and
 - iv. The loan clearly indicates that the item(s) is the property of the Borough and will be displayed as such along with identifying Renfrew and Museum and Park, and the Borough retains the right to require that the item be returned at any time upon thirty (30) days written notice from the Borough to RCI.

RCI shall, within five business days, provide written notice to the Borough of any item(s) loaned. All loaned items shall be inventoried and listed in RCI's annual report. The Borough acknowledges the value of loaning Historic Items and Furnishings and appreciates RCI's efforts in loaning and accepting loans of Historic Items and Furnishings. Notwithstanding the foregoing, existing long-term leases to other institutions pre-dating the effective date of this lease are not subject to the terms above, except that RCI shall ensure that the institutions to which the items is loaned maintains adequate insurance coverage as required herein on the item. Copies of all existing loan agreements in effect before the execution of this Lease Agreement shall be provided to the Borough.

- H. RCI will maintain inventory records of the Historic Items and Furnishings. Every object will be physically inventoried at least once every two years unless RCI submits a written extension request to the Borough, which extension of time shall not be unreasonably denied by the Borough. The inventory record shall be submitted electronically no later than December 31st in the calendar year in which the full inventory is complete. Approximately half of the collection will be inventoried each calendar year. The scope of detail in the inventory shall be in accordance with the recommendations of the American Association of Museums and the American Association of State and Local History or as agreed otherwise by the Borough. RCI will make annual reports to the Borough on the location, and

physical condition of any loaned materials as well as the loan term no later than December 31st of each calendar year. The Borough may examine its Historic Items and Furnishings at any time, including performing audits of the inventory.

In addition, RCI will develop inventory records of items leased by the Borough to RCI having monetary value but that do not have museum collection accession numbers, but are inventoried/cataloged for tracking purposes. This includes, but is not limited to, items donated or inherited by the institution for educational and/or interpretive purposes such as historic and/or reproduction farm equipment, tack, and tools; clothing and accessories; dishware and cooking vessels; household furnishings or decorative objects; ephemera; as well as other similar articles related to fulfilling the mission of Renfrew Museum and Park. This inventory will be reviewed each year with recommendation to the Borough regarding permanent loan to other museums or historic societies or disposal by either donation to said institutions or public sale

- I. The Borough will maintain an insurance policy insuring the Historic Items and Furnishings, which premium costs shall be the responsibility of RCI as additional rent. The fine arts insurance shall be in an amount equal to an appraisal obtained by RCI at RCI's expense. Such appraisal shall be obtained not less than once every six years.

3. **Use of the Property.** RCI shall not use or permit the use of the Property in a manner that is inconsistent with the scope, limitations, or restrictions set in any will, bequest, deed, easement, or other conveyance document. Further, RCI's use of the Property shall be limited to historic, education, and recreation purposes.

RCI shall not permit the Property to be used in any unlawful manner or for any purpose that may constitute an illegal act or injure the reputation of the Property and/or Borough.

RCI agrees that the Property will be used and occupied in a careful, safe and proper manner. RCI agrees to keep the outside areas of the Real Property used by RCI clear of trash, garbage, rubbish, and that RCI will not permit waste therein. RCI shall dispose of all waste products used by RCI, its employees, agents, and invitees in accordance with all local, state and federal laws and regulations at the sole expense of RCI.

RCI agrees that the Borough shall be permitted to use the Real Property at mutually agreeable times and that the Borough shall not be charged a rental or use fee for such use. The Borough's request to use the Real Property shall not be unreasonably denied.

4. **Services to other property.** The Borough may request that RCI manage the interpretation, restoration, or preservation of other historic resources within the Borough. These historic resources may include but are not limited to Bourns Hill Cabin and the Tollgate House. In the event that the Borough notifies RCI in writing that it would like RCI to provide such

services, RCI agrees to undertake such services provided that mutually agreeable terms can be reached based on the scope of the services to be provided and the remuneration to be provided for such services. This provision is not intended to require Renfrew to subsidize the use, operation, or maintenance of said historic resources. A separate services agreement shall be entered into between the parties up on a per-project basis detailing the scope of work and reimbursement rates.

5. **Additional Rent.** Any additional rent required hereunder shall be due within thirty (30) days' notice of the assessment of additional rent by the Borough.

6. **Hold Harmless.** RCI shall indemnify and save Borough harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Real Property, the occupancy or use by RCI of the Property or any part thereof or occasioned wholly or in part by any act or omission of RCI, RCI's agents, its employees, licensees or invitees to include members of the general public using the Property.

7. **Non-Discrimination.** RCI shall engage in no activity at or away from Renfrew which shall, in the judgment of the Borough, derogate the honor or dignity of Renfrew or reflect adversely on the Borough. RCI shall engage in no activity which shall be for the private profit of any individual or organization, nor shall RCI discriminate in any way against any individual or organization in its membership functions in a manner that violates state or federal law. This restriction as to private profit shall not apply to sales by vendors or organizations at cultural or artistic events or activities.

8. **Insurance.** In addition to any other insurance required herein, during the term of this Lease Agreement, in a form reasonably satisfactory to the Borough, general liability insurance which shall include coverage for personal injuries, including death and damage to real and personal property, in a total amount of not less than one million (\$1,000,000.00) dollars for each occurrence and the amount of not less than three million (\$3,000,000.00) dollars in the aggregate limit. In the event that the Borough determines that the insurance amount is insufficient based on the appraised value of the Property, the Borough shall notify RCI of the need to increase the insurance limits and RCI shall have forty-five days to effectuate such increase in policy. RCI shall also carry fire and casualty loss insurance on its personal property located in or on the Real Property. RCI shall provide to the Borough copies of certificates of insurance evidencing the procurement of insurance pursuant to this provision, with copies to be provided to the Borough no later than December 31st of each calendar year. On RCI's general liability insurance policy, the Borough shall be listed as an additional insured.

In the event that RCI permits the consumption of alcohol on the Real Property RCI shall ensure that prior to the event or function at which the alcohol is to be consumed the Borough shall be provided with an Acord certificate listing the Borough as an additional insured.

9. **Waiver of Subrogation.** Each party hereto waives any and every claim which

arises or may arise in its favor and against the other party thereto during the term of this Agreement, any and all loss or damage to, any of its property located within or upon or constituting part of the Property, which loss is or damage is covered by valid and collectable insurance, to the extent that such loss is or damage is recoverable under said policies. Also to the extent either party receives insurance checks they will cooperate in seeing that the check is endorsed to the party entitled to receive the actual proceeds.

10. **Term.** This lease has an initial term of twenty-five (25) years and thereafter shall renew calendar year to calendar year unless either party provide ninety days written notice that it does not intend to renew this Agreement. The parties agree to meet not less than every five (5) years to review this lease and may mutually agree to written amendments of this Lease. Notwithstanding the foregoing, either party may terminate this Agreement upon 90, but not more than 180, days written notice to the other party by certified mail.

Any property that is left by RCI after the termination of this Agreement or of any written permission given hereunder shall become property of Borough and may be disposed of by Borough without liability to RCI. All personal property, furnishings, furniture and equipment of Borough shall remain the property of Borough and shall not be removed by RCI upon the termination of this Lease Agreement. All improvements and equipment made to, installed or affixed to the Real Property by RCI shall remain at the Real Property and shall become the property of Borough upon the termination of this Agreement.

11. **Park Closure.** RCI shall not close the Property to the public unless such closure is of limited duration (a period not exceeding seven consecutive days) and is authorized by Borough in advance of the closure, normal business hours excepted. In the event of an emergency which necessitates the closure of the Property, RCI shall notify the Borough of its intent to close the Property to the public in writing no less more 48 hours after closure. At its next meeting, the Borough will determine whether the Property should remain closed to the public or whether the Property should be reopened to the public, which determination shall be binding on RCI.

12. **Default.** If RCI shall use the Property other than for the purposes as herein permitted, or any portion of the Property shall be deserted or vacated, or any default be made in the payment of the rent (or to any part thereof) as herein specified which continues for ten (10) days after a money obligation is due, or if default in any of the other performances by RCI to be kept hereunder occurs, or if RCI fails to comply timely after notice is given to RCI with any statutes, ordinances, rules, orders, regulations or requirements of any federal, state or local governmental department or bureau that relates to the Property and for which RCI is responsible hereunder, or if RCI shall file or has filed against it a petition under the federal bankruptcy laws or if an "Order for Relief" is therein entered, or if RCI shall make an assignment for the benefit of creditors, or if this Lease shall, by operation of law or otherwise, pass to any entity and/or person other than as permitted by the provisions hereof, or if any execution shall be issued against RCI, or if a receiver or custodian of the property of RCI shall be appointed in any suit or

proceeding brought by or against RCI, then in any such case, if such condition of default shall continue uncured for ten (10) days for a money obligation or for thirty (30) days for another obligation after written notice thereof is given by the Borough to RCI (unless such condition of default cannot be cured within said thirty-day period for a non-monetary obligation and RCI is diligently pursuing cure of such default) (a) it shall be lawful for the Borough to terminate this Lease, to reenter the Real Property and to repossess, enjoy and have the same again, with force or otherwise, (b) there shall become due the rent provided for herein for the full remaining term under this Lease (excluding any option(s) to extend the term hereunder), and (c) RCI shall be deemed in default of its obligations hereunder for all purposes of an act in ejectment, and a writ of possession may issue forthwith, with full release of damages. However, the above provided written notice and following thirty (30) day cure period shall not be required in the event of unauthorized change in use, desertion, vacation or other filing by or against RCI of a petition under federal bankruptcy laws.

RCI covenants and agrees that in the event of an action for ejectment, or any other action or proceeding to dispossess RCI, the right of redemption provided or permitted by any statute, law or decision now or hereafter in force, and the right to any further judicial proceedings provided or permitted by any statute, law or decision now or hereafter in force, shall be and hereby are expressly waived.

RCI WAIVES THE SERVICE OF ANY NOTICE IN WRITING INCLUDING A NOTICE TO QUIT OR NOTICE OF INTENTION TO RE-ENTER THE REAL PROPERTY, AS PROVIDED OF, IN AND BY ANY SUCH STATUTE, LAW OR DECISION; PROVIDED, THAT THE FOREGOING WAIVER SHALL NOT APPLY TO ANY NOTICE REQUIRED FROM THE BOROUGH UNDER THE PROVISIONS OF THIS LEASE.

RCI'S INITIALS DCR

13. **No Waiver.** The Borough's failure to enforce any provision within this Lease Agreement shall not prevent the Borough from enforcing the same in regard to any subsequent violation of this Lease Agreement.

14. **Acceptance of Breach.** Acceptance by the Borough of any of the said rent and/or additional rent at any time after the same shall become due, after default has been made in the payment thereof, or any failure to enforce any of the rights herein reserved to the Borough, or any of the penalties, forfeitures or conditions contained herein, shall not in any way be considered a waiver of the right to enforce the same at any time, without any notice whatsoever, and any attempt to collect the rent through one proceeding shall not be considered as a waiver of the right to collect the same by another proceeding, but all of the rights and remedies of the Borough hereunder may be enforced concurrently, successively or in the alternate, at Borough's sole discretion. In addition, no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

15. **Information.** The RCI agrees that it will provide to the Borough no less than annually

a list with the names, addresses, and telephone numbers of persons to be contacted on behalf of the RCI in an emergency situation for use by the Borough. Similarly, the Borough agrees that it will provide to the RCI no less than annually a list with the names, addresses, and telephone numbers of persons to be contacted on behalf of the Borough in an emergency situation for use by RCI.

16. **Reports.** RCI agrees to provide monthly written reports to the Borough (in person if possible by the Executive Director of RCI or the Executive Director's designee) regarding, among other things, (1) a financial statement for RCI including operating revenue, reserve accounts, trusts funds and other investments and accounts (2) income generated by the use of the Property, (3) programs being offered at the Property, and (4) any other capital campaigns, initiative, or programs that RCI intends to use for or offer at the Property.

17. **RCI to act as supporting organization of Borough.** RCI was formed by the Borough of Waynesboro to function as a supporting organization of the Borough. RCI acknowledges and agrees that it acts as a fiduciary of funds received under the Will or from any donor for the management of the museum and park on behalf of the Borough. RCI shall carry out its duties and responsibilities in a fiduciary capacity on behalf of the Borough and shall manage its assets in a manner that is in the best interest of the mission of RCI. RCI acknowledges that its mission is set forth in its Bylaws and RCI must seek the written consent of Borough to amend its bylaws.

18. **Entire Lease Agreement.** Notwithstanding the provisions of the MOU, it is expressly understood and agreed by and between the parties hereto that this Lease Agreement sets forth all the promises, agreements, conditions, and understandings between the Borough and the RCI relative to the leasing of the Property and that there are no promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease Agreement shall be binding upon the Borough and the RCI unless reduced to writing and signed by both of them.

19. **Covenants Essential.** All covenants and agreements made herein are to be deemed as essential and the breaching of any one of them by either party shall be a material breach of this Lease Agreement. All financial obligations of the RCI pursuant to this Lease Agreement such as the payment for utilities and services shall be deemed as the payment of rent.

20. **Counterparts.** This Lease Agreement is executed in two (2) counterparts, each to be deemed an original.

21. **Time is of the Essence.** The time for performance of the parties' duties and obligations set forth herein is deemed of the essence.

22. **Severability.** The invalidity or illegality of any provision of this Lease shall not affect the remaining provisions hereof.

23. **Captions.** The captions or titles to the various paragraphs of this Lease are for

convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of Lease or of any of the parts thereof.

24. **Notices.** Any notices or other communications required hereunder shall be given to the Borough at 55 East Main Street, P.O. Box 310, Waynesboro, PA 17268 and to RCI at the Real Property. All notices given under this Lease shall be sent by United States first-class, Certified Mail, Return Receipt Requested, with postage prepaid. Notwithstanding the above, the parties hereto may from time to time make any other party and/or address to which notices should be sent hereunder.

IN WITNESS WHEREOF, the parties intending to be legally bound, have signed this agreement as of the date set forth above.

ATTEST:

Wanda Knott

RENFREW COMMITTEE, INC.

Don Ray President

ATTEST:

Wanda Knott

BOROUGH OF WAYNESBORO

C. Harold Mumma Sec.