

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR:

**#16. Selling Absolute No Minimum or Reserve  
852 Trexlertown Road (Rte100), Breinigsville, PA**

Desirable car lot complete with an office and garage.  
Situated in a prime high-visibility location.

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR REAL ESTATE OF

1-A REALTY INC. ("Owner")

The conditions of the Auction sale ("Conditions") of the Premises owned by the above-named Owner, described more fully on the sheet entitled "Description of Premises" attached hereto and made a part hereof, by public sale or auction this 25th day of April, 2023, are as follows, to wit:

1. The Premises is being exposed to public sale by the above named Owner or by Louis E. Hoffman, Executor of the Estate of William R. Mayo herein called the "Seller." If the Premises consists of multiple parcels with more than one Owner, the multiple Owners shall collectively be the "Seller" and the Seller shall allocate the Purchase Price between the Owners as Seller shall determine.
2. Tom Hall Auctions, Inc. ("Auctioneer") and all licensees employed by or associated with the Auctioneer represent the Seller in the sale of the Premises.
3. The Auctioneer may recess the auction and may use discretion with respect to the minimum amounts at which the bidding may advance.
4. No person shall retract from his or her bid. Purchaser must be available by cell phone during the conduct of the auction. Further, Purchaser must provide Auctioneer with a valid email address to which Purchaser has access during the conduct of the auction and must provide a copy of his/her driver's license.
5. If any dispute arises between two or more bidders by reason of a matter not covered by these Conditions, the Premises shall immediately be put up again for sale.
6. For Properties listed as Selling Absolute No Minimum or Reserve - This is an absolute auction. There is no minimum or reserve. The highest approved bidder shall be the "Purchaser" and the highest approved bid shall be the "Purchase Price" and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's decisions with respect to bidding and all matters in respect of conduct of the Auction shall be final, binding and conclusive in all respects.

For Properties listed as Selling with Reserve - - If the highest approved bid for the Premises shall be deemed by the Seller to be insufficient then the Seller shall have, and hereby reserves, the right to reject any and all bids and withdraw the Premises from sale. Otherwise, the highest approved bidder shall be the "Purchaser," and the highest bid shall be the "Purchase Price," and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's

decisions with respect to bidding and all Auctions shall be final, binding and conclusive in all respects.

7. Immediately at the conclusion of the Auction:

(a) The Purchaser shall pay to the Seller a deposit of at least ten (10%) per cent of the total Purchase Price(s) by good personal check, and Purchaser shall sign a written acknowledgment and acceptance (the "Purchaser's Acknowledgment") in the form hereto attached. **NOTE: If a Purchaser offers a non-personal check (e.g., a business check) as the deposit, the Auctioneer, in his sole discretion, may require proof that the Purchaser is authorized to submit that form of payment.**

If the Purchaser registers to bid online at tomhallauctions.com, a certified funds or wire transfer deposit of \$20,000 shall be required in advance for each property for which Purchaser intends to submit a bid. **NOTE: Online bidders must specify at the time of registration the identity of those lots for which they intend to submit bids; absent such registration, bids submitted online for which registration has not been made will be blocked.** The required deposit(s) must be payable to Tom Hall Auctions, Inc., and must be received by Tom Hall Auctions, Inc. at 4644 PA Route 309, Schnecksville, PA 18078, no later than 11:00 am on Monday, April 24, 2023, as a prerequisite for obtaining approval to bid online at tomhallauctions.com. If 10% of the total bid(s) submitted by a successful online bidder is less than the total of his/her advance deposit(s), the differential must be paid to the Auctioneer, via certified funds or wire transfer, within 24 hours following the conclusion of the auction. Unsuccessful online bidders will receive the return of their deposits within 48 hours following the conclusion of the Auction.

(b) The Auctioneer shall act as escrow agent of all deposit money until date of final settlement, and in no way shall be liable other than for disposition of the deposit money. The deposit money shall be held in a federally insured, non-interest-bearing bank account.

8. The balance of the Purchase Price shall be paid in cash or by certified check at the time of final settlement which shall take place at the convenience of the Seller and Purchaser on or before June 9, 2023, at such place within the county wherein the Premises are located as shall be mutually agreed upon by Seller and Purchaser or Seller may elect settlement to be closed via an escrow style closing with a title company mutually agreed upon by Seller and Purchaser ("final settlement")

9. At the time of final settlement the Seller, at Seller's expense, will make, execute and deliver to the Purchaser a special warranty deed (using the description contained in the deed of conveyance by which Owner acquired its title, less any conveyances out if any and subject to any additional easements specifically noted, as attached hereto) conveying good and marketable title, free and clear of all liens, easements and encumbrances (except any existing encumbrances, covenants, easements and restrictions in the chain of title or appearing upon the ground) and if applicable tenant leases and such as would be insured by a reputable and responsible title insurance company authorized to conduct business in Pennsylvania, at regular rates and without exception. Should such a title insurance company fail or refuse to insure the title to said Premises as good and marketable at regular rates and without exception, the Seller may, at Seller's election, (i) refund the down money paid on account by Purchaser, whereupon these Conditions and the Purchaser's Acknowledgment shall become null and void; or, Seller may, at Seller's expense, take the necessary action within a reasonable period of time to make the title insurable as aforesaid. If, within a reasonable period of time, Seller cannot provide title as aforesaid, Purchaser may terminate this Agreement and receive a full refund of down money and termination of these Conditions and Purchaser's Acknowledgment, which shall be Purchaser's sole remedy

10. All real estate taxes shall be apportioned on the fiscal year basis between the Seller and the Purchaser as of the date of final settlement, and lienable municipal services and/or prepaid utilities (including, but not limited to, refuse collection, water/sewer rents, and the like and if applicable tenant leases) shall be apportioned *per diem* as of date of final settlement. If the Premises is under a special land use assessment (Act 319 or other special land use assessment) and roll back taxes are assessed due to a change in use by Purchaser, or because the Premises are part of a larger tract for qualification for the special land use assessment, then Buyer shall be solely responsible for any "Roll Back" taxes that may be assessed.

11. All State and local realty transfer taxes will be paid by the Purchaser.

12. Possession of the Premises will be given to the Purchaser at the time of final settlement subject to tenant leases, if applicable.

13. Purchaser, without any reimbursement from Seller, will pay the cost of any survey, the premium for any mechanics lien insurance and/or title insurance, title search, appraisal fees, charges of any title insurance company, fees of any realtor or attorney or other person engaged by Purchaser to perform any services with respect to the purchase of the Premises, fees and charges of any financial institution or lender, and settlement costs and accruals normally payable by a purchaser of real estate.

14. **IT IS UNDERSTOOD AND AGREED THAT PURCHASER HAS INSPECTED THE PREMISES PRIOR TO THE DATE OF AUCTION SALE AND HAS INVESTIGATED AND/OR SEARCHED AVAILABLE GOVERNMENTAL RECORDS WITH RESPECT TO THE PREMISES, OR WAIVES THE RIGHT TO MAKE SUCH INSPECTIONS, INVESTIGATIONS OR SEARCHES, AND AGREES TO PURCHASE THE PREMISES SOLELY BASED UPON PURCHASER'S SAID INSPECTION INVESTIGATION OR SEARCHES, AND NOT BECAUSE OF, OR IN RELIANCE UPON, ANY ORAL OR WRITTEN REPRESENTATIONS WHATSOEVER MADE BY THE SELLER OR BY THE AUCTIONEER OR BY ANY AGENT OF THE SELLER OR THE AUCTIONEER, AND PURCHASER AGREES TO PURCHASE THE PREMISES IN ITS PRESENT "AS IS, WHERE-IS" CONDITION. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PURCHASER'S OBLIGATION TO COMPLETE FINAL SETTLEMENT IS NOT CONTINGENT UPON THE OCCURRENCE OR SATISFACTION OF ANY CONDITION(S) NOT EXPRESSLY SET FORTH HEREIN.**

15. The Seller will continue until the time of final settlement such existing policies which insure the Premises against damage by fire or other casualty. Any loss or damage to the Premises from and after the date of Auction sale shall not in any way void or impair any of the conditions and obligations of the Purchaser but any proceeds received by the Seller from any insurance company shall be credited by the Seller on account of the Purchase Price. It shall be Purchaser's responsibility, at Purchaser's own cost and expense, to carry such insurance on the Premises as Purchaser may deem desirable.

16. If Purchaser fails to perform any of the terms or conditions of this Agreement the deposit money shall be forfeited and paid by Escrow Agent to Seller as liquidated damages for non-fulfillment of this Agreement and, at the option of Seller, this Agreement shall become null and void, whereupon the Seller shall be free to resell the Premises in any manner as the Seller may so choose.

17. The rights of the Purchaser in this Agreement shall not be assigned or assignable without the prior written consent of Seller. This Agreement shall be binding upon the parties hereto, and their respective heirs, personal representatives successors and/or permitted assigns, if any.

19. **THE PURCHASER IS ADVISED THAT THE IMPROVEMENTS ON THE PREMISES WERE BUILT BEFORE 1978 AND MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. SELLER HAS NO INFORMATION WITH RESPECT TO THE**

PREMISES RELATING TO LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS AND HAS NO KNOWLEDGE OF ANY KNOWN LEAD-BASED PAINT HAZARDS. THE PURCHASER MAY WISH TO OBTAIN A RISK ASSESSMENT OR INSPECTION OF THE PREMISES FOR LEAD-BASED PAINT HAZARDS PRIOR TO PURCHASE, BUT THE SALE IS NOT CONTINGENT UPON PURCHASER'S PERFORMANCE OF SUCH AN INSPECTION OR THE RESULTS OF THEREOF.

20. Seller will be responsible for any notice of assessments for public improvements, and the payment thereof, if received prior to the date of the Auction; and Purchaser will be responsible for any such notice served upon Seller on or after the date of the Auction and for the payment thereafter of any assessments for public improvements.

DESCRIPTION OF PREMISES

Address:

852 Trexlertown Road, Breinigsville  
Lehigh County, Pennsylvania

Parcel ID# 546533402136 1  
[The legal description follows this page]

852 Trexlertown Rd

ALL THAT CERTAIN messuage, tenement and tract or piece of land situate in the Township of Upper Macungie, County of Lehigh and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located in the middle of a macadam road leading from Fogelsville to Trexlertown; thence along same South nineteen degrees thirty-seven minutes East (S 19° 37' E.) twelve and eight tenths (12.8) perches to a railroad spike in the middle of the said road; thence along land now or late of Homer B. Zimmerman, South fifty-three degrees thirty-two minutes West (S. 53° 32' W.) twenty and eight hundredths (20.08) perches to an iron pin at the north side of gully; thence along land now or late of Homer B. Zimmerman and Mary A. Zimmerman, North Twenty-two degrees forty-five minutes West (N. 22° 45' W.) fifteen and two hundredths (15.02) perches to an iron pin at the southeast side of a private driveway; thence along land now or late of Gotthilf Merkle and Ema R. Merkle, North fifty-nine degrees thirteen minutes East (N. 59° 13' E) twenty and forth-four hundredths (20.44) perches, to the place of beginning.

CONTAINING: 1.71 acres.

SUBJECT to the following:

1. UNDER AND SUBJECT TO Notice of Condemnation, #7005205, Eminent Domain Proceedings #2002 C 1257
2. UNDER and subject to Easement Agreement, as cited in #7036739, Lehigh County Authority.
3. UNDER AND SUBJECT TO Deed of Easement, as set forth in Misc. Book Volume 442, page 632, Upper Macungie Township Authority.
4. UNDER AND SUBJECT TO Deed of Easement, as set forth in Misc. Book Volume 442, page 634 for Sanitary Sewer Lateral to Upper Macungie Township Authority

BEING LEHIGH COUNTY PIN: 546533402136 1

PROPERTY #16 – Auction April 25, 2023

Owner –1-A Realty Inc.



PURCHASER'S ACKNOWLEDGMENT AND ACCEPTANCE

THE UNDERSIGNED HEREBY acknowledge(s), that this 25th day of April, 2023, I/we have become the Purchaser(s) of the subject Premises for the sum of \$ \_\_\_\_\_ and have paid to TOM HALL AUCTIONS, INC., escrow agent, the sum of \$ \_\_\_\_\_ as a deposit and in part payment of the said Purchase Price; and I/we agree to pay the balance of the Purchase Price on or before June 9th, 2023, and, in all other respects, agree to fulfill the foregoing Conditions of Sale which are incorporated herein by reference thereto.

WITNESS my/our hand(s) and seal(s) this 25th day of April, 2023.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Street or Rural Number

\_\_\_\_\_  
City State Zip

SELLER'S ACKNOWLEDGMENT

The aforesaid Purchaser(s) and Purchase Price are hereby approved.

Owner: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

RECEIPT FOR DEPOSIT MONEY

TOM HALL AUCTIONS, INC., escrow agent, hereby acknowledges receipt of the aforesaid deposit money of \$ \_\_\_\_\_.

TOM HALL AUCTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

852 Trexlertown Road  
Corporate Limo

# Lease Agreement

This LEASE AGREEMENT, signed and witnessed on the 18<sup>th</sup> day of April, 2019, between 1-A Realty, Inc., with its principle place of business at 7475 Hamilton Boulevard, P O Box 8, Trexlertown, PA 18087, and Douglas Kemmerer, individually and Corporate Limo, LLC, with its principle place of business at 852 Trexlertown Road, Breinigsville, PA 18031.

## WITNESSETH:

This Lease is an extension and/or renewal of the Lease signed by the aforementioned Lessor and Lessee dated August 8, 2014.

Lessor does hereby lease unto Lessee the Building and surrounding property known as 852 Trexlertown Road for an amount of Two Thousand Dollars (\$2,000.00) per month April 1, 2019 thru September 1, 2020, and thereafter for a term of five (5) years, beginning on the first day of October, 2020, and ending on the 30<sup>st</sup> day of September, 2024.

## LESSOR AND LESSEE further agree:

- Property:** Lessor, for and in consideration of the rents, covenants, and agreements herein reserved and for the terms set forth in this contract, will lease to Lessee, who will hereby lease, accept and hire upon the property known as 852 Trexlertown Road, Breinigsville, Upper Macungie Township, the premises and the appurtenant highway access and easements.
- Additional Rent:** Lessee shall pay the rent as aforesaid, and pay all charges for utilities and trash, property maintenance and repairs, and property improvements, and at the expiration or termination of this Lease, or any renewal or extension thereof, quit and surrender the premises to the Lessor in as good a condition as the property is now, subject to such changes, alterations, and additions as are hereinafter permitted or required to be made by Lessee. Reasonable wear and tear excepted. Effective October 1, 2020, the rent will increase to Two Thousand Two Hundred Dollars \$2,200.00 per month, and may increase annually by an amount of the Annual Inflation Rate, plus any increases in taxes for a period of two years, at which time the rent will increase to Two Thousand Four Hundred Dollars (\$2,400.00) per month (plus the Annual Inflation Rate increase and any Property Tax increase) for the remaining term of said Lease.
- Net, Net Lease:** This Lease is a net, net Lease; all costs, insurance, legal fees, etc., will be the Lessees' responsibility. Lessor will pay the real estate taxes. Lessee has agreed to improve the property at Lessees' sole discretion and expense, and to maintain the property in a good and marketable condition. Said improvements may be to buildings, driveways, utilities i.e. electric, water,



sewer, or other improvements hereinafter referred to as "Lessee's Improvements." All of Lessee's improvements shall remain and shall become the property of Lessor. In addition, improvements will revert to Lessor if Lessee vacates the premises, or upon the expiration of the Leasehold term. Signage installed by Lessee hereunder shall be in compliance with all applicable laws and ordinances, shall be subject to Lessor's approval, and shall not in any way detract from 832 and 840 Trexlertown Road.

4. Trade Fixtures: Lessee's trade fixtures installed on the leased premises may be removed by Lessee during the lease term or any renewal, or upon the expiration of the Lease. Lessee shall be responsible for all expenses, applications, fees, and permits. Lessee shall hold Lessor harmless from any and all mechanic's liens which may be filed against the leased premises by reason of construction of Lessee's improvements.
5. Utilities: Lessee agrees to be responsible for all charges for water, sewer, and electric current consumed on the premises, all license fees and occupation taxes applicable to the business conducted thereon and ad valorem taxes on property or equipment owned or leased by Lessee upon the premises. Lessee shall be liable for any business related sales taxes or utility bills on the lease premises. If public water shall become available, Lessor will pay half of the cost to install the lines into the leased premises; Lessee shall be responsible for the monthly water and sewer bills and for all related costs. Lessee shall be responsible for any assessments for the installation of utilities, or any municipal assessments for the lease premises.
6. Compliance with Laws: Lessee herein shall comply with all applicable Laws or Ordinances relating to health, nuisance, or fire arising out of the Lessee's manner or occupancy of said premises during said term.
7. Use of Property: Lessee purports to use the property for a limosine service. Lessee shall have the right to use the premises for any lawful purpose (upon Lessor' approval), except for the purpose of leasing, renting, or selling manufactured homes or real estate.
8. Property Maintenance: Lessee will keep weeds and grass cut, will be responsible for any snow and ice removal, and will maintain the building, lighting, and signage.
9. Businesslike Operation: Lessee shall maintain the premises in a neat and businesslike manner, and not obstruct the premises with any materials, equipment, or debris except in the case of an emergency, or with the Lessor's approval. Lessee shall not cause environmentally unsafe chemicals, oils or contaminants to infiltrate the premises, and is responsible for the disposition of any said contaminants as required by the Environmental Protection Agency. Furthermore, Lessee shall pay for clean-up costs.

10. Pollutants: Lessee shall dispose of all pollutants in a legal, proper and safe manner. Lessee warrants to Lessor that Lessee will not be involved in operations at the premises, which operations result in the imposition of liability under any Hazardous Waste Laws on Lessor, or any lien on the premises under any Hazardous Waste Law or any similar laws or regulations. In the event of lead-based paint being present, Lessee shall hold Lessor harmless for any incident relating to lead-based paint and/or other contaminants.
11. Inspection: The Lessor, or its authorized agents, shall have the right to inspect the premises at any reasonable time, with or without notice, and to enter onto the property to maintain or improve the premises, and/or for repairs. Lessee, however, is responsible for the building and his equipment during the term of this Lease and any extensions thereof. All renovations, repairs, and signage shall revert to the Lessor at the expiration or termination of said Lease.
12. Assumption of Liabilities: Except as may be set explicitly forth in this Lease, it is expressly understood and agreed that the parties are not assuming and shall not in any way become or be liable for any claim, liability or obligation of each other, whether known or unknown to the parties, fixed or contingent.
13. Insurance Provisions: Lessee must have full insurance coverage naming Lessor and its agents/successors additional insured. Lessee, during the term of this Lease or any renewals, shall keep the lease premises insured against claims for personal injury and property damage under a policy of general public liability insurance, with limits of at least five hundred thousand/one million (\$500,000.00/\$1,000,000.00) dollars for bodily injury and one hundred thousand (\$100,000.00) dollars for property damage. Lessee shall be responsible for all maintenance and repairs to the premises. If any improvement located on the premises shall be partially damaged, or partially destroyed, any and all insurance proceeds, to the extent needed for the purposes, shall be devoted by the parties to repairing such damage or replacing such destruction. Any deficiency shall be the responsibility of Lessee.
14. Indemnification: Lessee hereby agrees to indemnify and hold Lessor and his subsidiary and affiliated companies, as well as each of their officers, directors, employees, agents harmless from and against any and all losses, claims, demands, damages, costs and expenses, including attorney's fees, which may, at any time, arise or incur due to any breach of or failure by Lessee to perform the warranties, obligations, indemnities, agreements and covenants of Lessee under this Lease.
15. Default: If any rent is in default and unpaid for ten (10) days after notice to lessee, or if default shall be made in any of the other covenants herein contained on the part of the Lessee for a period of ten (10) days after notice is sent to Lessee specifying the default, without limitation on any other rights granted by law, Lessor may re-enter and take possession of said premises and such re-entry and taking of possession shall give the Lessor the option to terminate said Lease. Lessee, however, will be liable for all rent until the time

property is re-leased. Lessor and Lessee agree not to exercise any remedies against the other by reason of a default unless and until Lessor and Lessee shall have given to the other notice specifying the default. It is the intention of the parties that time within which to cure the same shall be for such periods as is reasonably necessary to cure such default with due diligence. All remedies provided in this Lease are not exclusive, and for any breach of this Lease, the injured party may pursue any other remedy available at law or in equity. All legal fees are to be paid by Lessee.

16. Condemnation: If, during the term of this Lease as a result of a condemnation proceeding by any government or other public, environmental, or similar agency or body or any bureau, should the condemnation substantially alter ingress and egress to the leased premises or substantially impair business operations being conducted on the lease premises for any reason other than failure of Lessee to conform to law or regulation, shall give the Lessee the option of terminating this Lease upon sixty (60) days prior written notice to Lessor. In the event of a taking and Lessee does not elect to so terminate, then rent payments to Lessor shall continue unabated. In the event of a temporary taking resulting in the closing of the business within the leased premises or an obstruction of vehicle or pedestrian traffic for a period in excess of thirty (30) days, then in that event, rental and other payments shall be abated for such periods in excess of thirty (30) days that such closing of business with the leased premises continues.
17. Assignment and Sublet: Lessee may assign this Lease to a corporation owned or controlled by Lessee. Lessee may sublet all or portions of the lease premises for the remainder of the initial term or any renewal or extension thereof with the approval of Lessor. Lessor's approval shall not be unreasonably withheld, provided that Lessee shall remain primarily liable for the rent payment.
18. Continuation of Lease Term: If, after the expiration of the term of this Lease, Lessee continues in possession of the premises with the approval of Lessor, but without any new written Lease, or written renewal or extension of the term of this Lease, such continued occupancy shall constitute a renewed Lease for the term of one year.
19. Termination of Lease: If this Lease is not terminated by default by Lessee, or by Lessor, Lessee shall have the right to Terminate this Lease at the natural expiration thereof by giving sixty (60) days written notice of cancellation at any time prior to the natural termination of said Lease.
20. Waiver of Notice to Quit: Whenever the Lessee's right to occupy the premises terminates, whether by expiration of the term of the Lease or by reason of any default under the terms of this Lease, the tenant will peacefully quit and surrender possession of the premises, and if Lessee does not so quit and surrender possession, Lessor may, in addition to the right of re-entry as heretofore provided, dispossess and remove the tenant and his effects therefrom without incurring any liability therefore. In addition, Lessor may have and possess the premises as of their former state without such statute related

to summary process, without demand for rent, and without re-entry for condition broken. Common law shall enable the Lessor to recover possession pursuant to such statute; and re-entry is expressly waived by Lessee.

21. Records: Lessee shall make available to Lessor such records regarding the premises as Lessee considers necessary to comply with the lawful requests, orders or audits of governmental authorities having jurisdiction over Lessee's business.
22. Offset of Indebtedness: Lessor and Lessee shall have the right, but not the obligation, to offset any indebtedness or amount owed by Lessor to Lessee or Lessee to Lessor or their affiliates against any indebtedness or amount owed by Lessor or Lessee or their affiliates to Lessor or Lessee under this Lease or any other agreement between Lessor and his affiliates and Lessee.
23. Scope of Agreement: This Lease contains all the representations and agreements between the parties hereto, with respect to the premises. The Lease supersedes all previous agreements, or other undertakings, whether verbal or in writing. The parties hereby agree to execute and deliver to one another any and all other instruments and take such other action as may be necessary in order to effectively carry out the purposes and terms of this Lease.
24. Surrender on Termination: Upon the expiration of the term of this Lease or on the sooner termination thereof or upon the expiration of any renewal term hereunder, Lessee shall peaceably and quietly leave, surrender and yield up to Lessor all and singular the lease premises and shall repair any damage to lease premises caused by or resulting from removal of any removable property of the Lessee or the subtenants. Lessor acknowledges that Lessee reserves the right to remove thereupon any approved trade fixtures. Lessee's improvements all as herein before defined shall vest in Lessor. Lessee shall give sixty (60) days written notice prior to termination and Lessee hereby acknowledges said Lease will not terminate between October and March, the winter months.
25. Invalidity of Particular Provisions: If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease of the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall be valid and be enforced to the fullest extent provided by law.
26. Notices: Any notice required or permitted to be given shall be determined to have been sufficiently given, as of the date of mailing, deposited in the United States mails by first class or certified mail, correctly addressed and with postage and mailing charges prepaid, as follows:
  - a. To Lessor: 1-A Realty, Inc., 7475 Hamilton Boulevard, PO Box 8, Trexlertown, PA 18087-0008.
  - b. To Lessee: Mr. Doug Kemmerer, 1738 Creek View Drive, Fogelsville, PA 18051 or 852 Trexlertown Road, Breinigsville, PA 18031.

27. Headings: The titles and articles or paragraph headings of this Lease are only inserted for convenience, and are in no way to be construed as part of this Lease and do not, in any way, limit, amplify or otherwise affect the warranties, representations, covenants and agreements contained in this Lease.

28. Binding Effect of Lease: This Lease and the covenants, warranties, agreements and obligations contained herein shall be binding upon the parties hereto and upon their respective heirs, devisees, legatees, personal and legal representatives, successors, trustees and assigns.

29. Governing Law: This Lease shall be governed by the laws of the Commonwealth of Pennsylvania. If any provision of this Lease agreement shall be declared invalid by judicial determination or by an act of the Pennsylvania Assembly or by act of any other legislative body or authority to affect this Lease agreement, only such provision so declared invalid shall be thus affected and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

WITNESS:

*Shirley Hallman*

WITNESS:

*Shirley Hallman*

CORPORATE LIMO, LLC

LESSEE:

*Joseph R...*

1-A REALTY, INC.

LESSOR:

*William R. Mayo*  
WILLIAM R. MAYO

Selling Cars OKAY PER WRM

see

WRM

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