



May 4, 2020

Abington Township
1176 Old York Road
Abington, PA 19001

Attention: Mr. Shaun Littlefield

Re: *1515 Easton Road Roslyn, PA
Sussman Kia*

Mr. Littlefield,

Attached please find (10) copies of the Zoning Hearing Board application along with all supporting documents for the above referenced property.

Note that we accept that there will be an indefinite postponement of scheduled hearings due to the ongoing pandemic.

Please contact me with any questions. Thank you very much.

Kind regards,

Diane M. Quigley

Diane M. Quigley
Permit Acquisition
Custom Finishers
215-872-8494
dquigley@cfsigns.com

Zoning Hearing Board Application

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000 x4



This application must be accompanied by a minimum of ten (10) copies of the plot plan of the property, prepared and signed by a registered land surveyor or professional engineer. The plan must include lot area, lot dimensions, coverage percentages, existing structures, other improvements, proposed improvements, off-street parking, buffers and all characteristics on the site.

The Undersigned herein makes application for:

- Request for Variance from the Zoning Ordinance.
- Request for a Special Exception as provided by the Zoning Ordinance.
- Appeal from the actions of the Zoning Officer.

1. Name and address of the owner of the land: Phone number: 215 887 1800
 Eric Sussman
 1940 Jenkintown Road
 Jenkintown PA 19406

2. Name and address of the applicant: Phone number: 215 872 8494
 Diane Quigley
 Custom Finishers
 7205 Hibbs Lane
 Levittown PA 19057

3. Name and address of the attorney: Phone number: 484 684 4203
 Kuhls Law PLLC
 500 West Office Center Drive
 Ft. Washington, PA 19034

4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.
 Example: equitable owner, agent, lessee, etc.

Contractor

5. Description of the property:

Address/location 1515 Easton Road Roslyn, PA 19001

Present use Automobile Showroom

Proposed improvement Exterior identification signage.

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6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:

The site would require variances from Section 2208.2-C.1, Figure 22.19 of the Zoning Ordinance for the following:

Quantity: Four signs are proposed (one freestanding, and three wall signs), however only two are permitted, and not more than one of any type are permitted.

Freestanding sign:

Limited to a maximum area of 24 square feet. The oval is proposed at 29.36 square feet. The height of the sign is limited to a maximum of 15 feet. The proposed free standing sign is 19 feet in height.

7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based: The site would require variances from Section 2208.2-C.1 Figure 22.19 of the Zoning Ordinance.

8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.

The recently adopted sign ordinance penalizes this long standing business for trying to institute a rebranding and places them at a disadvantage with respect to their competition in close proximity whose exterior signage is regulated by a previous edition of the sign ordinance.

9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.

Case #18-27 was heard by the ZHB, that involved converting this and other adjoining parcels to an automotive dealership. The hearing was on 1/15/19 and the approval was granted on 2/19/19. The relief needed related to parking setbacks, building setback, green space and window spacing

10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.

A blue ink signature of the applicant, written over a horizontal line.

Signature of Applicant

A blue ink signature of the owner, written over a horizontal line.

Signature of Owner

Internal Validation:

Date Received:

Fee Paid:

Case:

Signature of the Zoning Officer

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Ordinance No. 1951

AN ORDINANCE OF THE TOWNSHIP OF ABINGTON RE-ESTABLISHING FEES TO BE CHARGED FOR CERTAIN ZONING HEARING BOARD APPLICATIONS OR APPEALS, AND SUBSTANTIVE CHALLENGES BROUGHT BEFORE THE ZONING HEARING BOARD; A FEE TO BE CHARGED FOR POSTPONEMENTS REQUESTED BY APPLICANTS; A FEE TO BE CHARGED FOR APPLICATIONS FOR A CHANGE OR AMENDMENT TO THE ZONING MAP; A FEE TO BE CHARGED FOR APPLICATIONS FOR CONDITIONAL USE; A FEE TO BE CHARGED FOR APPLICATIONS FOR CURATIVE AMENDMENT; A FEE TO BE CHARGED FOR APPLICATIONS FOR ZONING COMPLIANCE CERTIFICATES; AND REPEALING ALL PRIOR ORDINANCES OR PARTS THEREOF THAT ARE INCONSISTENT WITH THIS ORDINANCE.

The Board of Commissioners of the Township of Abington, pursuant to the authority set forth in section 908(1.1) of the Pennsylvania Municipality Planning Code (53 P.S. - 10908(1.1)), does hereby enact and ordain as follows:

Section 1. Fees for Applications and Appeals to the Zoning Hearing Board. Fees to be charged for applications or appeals to the Zoning Hearing Board, and substantive challenges to the validity of the zoning ordinance, shall be determined as follows, and shall be in the following amounts:

- A. For applications or appeals relating to accessory structures up to and including 500 square feet, fences and retaining walls: Two hundred dollars (\$200.00).
- B. For applications or appeals relating to single-family dwellings or one residentially zoned parcel: Four hundred dollars (\$400.00).
- C. For applications or appeals relating to from two to four residentially zoned properties: Five hundred dollars (\$500.00).
- D. For applications or appeals relating to five to nine residentially zoned properties: One thousand dollars (\$1,000.00).
- E. For applications or appeals relating to ten or more residentially zoned properties: One thousand five hundred dollars (\$1,500.00).
- F. For applications or appeals relating to a duplex: Five hundred dollars (\$500.00).
- G. For applications or appeals relating to three to five apartment units: Six Hundred dollars (\$600.00).
- H. For applications or appeals relating to six to ten apartment units: One thousand dollars (\$1,000.00)
- I. For applications or appeals relating to more than ten apartments: One thousand five hundred dollars (\$1,500.00)

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- J. For an application or appeal involving any change in use, alteration or addition to any non-residential building under one thousand (1,000) square feet: One thousand dollars (\$1,000.00).
- K. For an application or appeal involving any change in use, alteration or addition to any non-residential building over one thousand (1,000) square feet: One thousand five hundred dollars (\$1,500.00).
- L. For a procedural or substantive challenge to the validity of the zoning ordinance: One thousand five hundred dollars (\$1,500.00).

Section 2. Fee for Postponement Requested by Applicant. A fee of three hundred (\$300.00) will be charged for each postponement of any matter identified in Section 1 or 2 requested by an applicant, said fee to be paid prior to the scheduling of the postponed hearing. The purpose of this fee is to cover the cost of legally required advertising and mailings giving notice of the re-scheduled hearing.

Section 3. Fees for Matters to be Heard by the Board of Commissioners. For applications for a change or amendment to the zoning map, for a conditional use, petitions for land use ordinance amendments, including curative amendments: Two thousand dollars (\$2,000.00).

Section 4. Fee for Zoning Compliance Certificate. A fee of one hundred and fifty dollars (\$150.00) shall be charged for an application for the issuance of a zoning certificate.

Section 5. Repealer. All prior ordinances or parts of prior ordinances that are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Severability. In the event that any section, sentence, clause or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective immediately.

ENACTED and ORDAINED this 13th day of December, 2007.

Attest:

Burton T. Conway, Secretary

By:

James Ring, President
Board of Commissioners

LEASE AGREEMENT

THIS AGREEMENT made this 5 day of November, 2015, between SUSSMAN ASSOCIATES, II L.P., a Pennsylvania limited partnership, as Landlord and MARTY SUSSMAN MOTORS, INC., as Tenant.

WITNESSETH:

That in consideration of the mutual promises contained herein and intending to be legally bound hereby the parties agree as follows:

1. Premises. Landlord does hereby lease to Tenant ALL THAT CERTAIN lot or piece of ground with the buildings erected thereon located at 1509 -1515 Easton Road, Abington Township, Montgomery County, Pennsylvania (hereinafter called "the Premises"), as more fully described in Exhibit "A" attached hereto and made a part hereof.

2. Use. The premises shall be used and occupied for an automobile dealership and service facilities and for no other purpose.

3. Term.

Original Term. The original term of this lease shall commence on the date first above written and shall expire at midnight on December 31, 2029.

4. Net Rent.

(a) Throughout the term of this Lease, Tenant shall pay to Landlord annual minimum net rent ("Fixed Rent") of Fifty Four Thousand and Seven Hundred Ninety Dollars and Sixty Eight Cents (\$54,790.68) payable without set off or deduction, in advance, in monthly installments of Four Thousand Five Hundred and Sixty Five Dollars and Eighty Nine Cents (\$4,565.89) on the first day of each month during the term of this Lease.

(b) Beginning on January 1, 2020 the Fixed Rent set forth in Section 4(a) of this Lease shall be subject to adjustment (but not below the amount set forth in Section 4(a)) for any net decline in the purchasing power of the dollar as reflected in the Cost of Living Index as hereafter defined. For the purposes of this Section the Cost of Living Index shall be "the Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 equals 100), All Items, Philadelphia Standard Metropolitan Statistical Area" published by the United States Department of Labor, Bureau of Labor Statistics. Such adjustment shall be based on the Cost of Living Index as published for the month in which the term of this Lease commenced ("Base Index") and shall be determined as follows:

(i) The Fixed Rent shall be adjusted each five (5) years effective on each successive fifth (5th) anniversary of the term commencement date.

(ii) The "Measuring Index" shall be the Cost of Living Index published for the eleventh (11th) month of the fourth (4th), ninth (9th), fourteenth (14th) and nineteenth (19th) years following the term commencement date.

(iii) The "Adjustment Percentage" shall be 50 percent of the percentage increase (but not decrease) of the Measuring Index over the Base Index.

(iv) The Adjustment Percentage shall be determined by applying the following formula:

$$.50 \times \frac{\text{Measuring Index} - \text{Base Index}}{\text{Base Index}}$$

(v) The "Adjustment Amount" shall be determined by multiplying the Fixed Rent provided in Section 4(a) by the Adjustment Percentage.

(vi) The Adjusted Fixed Rent shall be the Fixed Rent provided in Section 4(a) plus the Adjustment Amount and shall be payable in equal monthly installments in advance commencing on each successive fifth (5th) anniversary of the term commencement date all as provided in Section 3(a) of this Lease.

If the Cost of Living Index or successor or substitute index is not available, the parties shall use any reliable governmental or other impartial index or publication reasonably designated by Landlord which reasonably reflects the change in cost of living between the periods otherwise set forth for determination of the rent adjustment.

5. Additional Rent - Taxes; Water and Sewer Rents.

(a) During the term of this Lease and any extension or renewal hereof, Tenant shall pay, as additional rent, all real estate taxes and assessments, ordinary or extraordinary, imposed upon or assessed against the Premises under any laws now or hereafter enacted.

(b) Throughout the term of this Lease Tenant shall pay and discharge all charges for water and sewer rents or other utilities consumed or utilized by Tenant in the operation of their businesses upon the Premises.

(c) The parties intend this to be a net lease pursuant to which the rent payable hereunder shall be an absolutely net return to Landlord for the term of this Lease undiminished by taxes, insurance or any other carrying charges, maintenance charges or any other charges of any kind or nature whatsoever and Landlord shall not be required to perform any services or furnish utilities of any kind or nature to or for the Tenant or the Premises. Each Tenant shall be responsible for payment of one-half (1/2) of all items of additional rent provided for in this Paragraph 5 and any other provision of this Lease.

6. Removal from the Premises. At the termination of this Lease, or any extension or renewal hereof, provided Tenant shall have discharged all of their obligations under this Lease, Tenant shall have the right to remove from the Premises all trade fixtures which have been installed or placed upon the Premises by Tenant at any time before or during the term of this Lease or any extension or renewal hereof, provided that Tenant shall repair any damage to the Premises resulting from such removal. Except as above permitted, all additions and improvements erected upon the Premises by Tenant as permitted under section 7(b) of this Lease shall remain upon the Premises and shall become the property of Landlord upon the expiration of the term of this Lease.

7. Maintenance, Alterations and Repair.

(a) Tenant shall be responsible, at their sole expense, for the maintenance, operation and repair of the Premises including the structure, interior, roof, all mechanical systems, all lawns, shrubbery and paved areas and shall at all times keep the sidewalks, driveways and parking areas on the Premises clean and free of snow or ice accumulation. Should Landlord be required by law or other duly constituted authority to make any alterations, improvements or other changes to the Premises, Tenant shall perform such changes at their sole expense.

(b) Tenant, at their sole discretion and at their expense upon prior written approval of Landlord (which approval shall not be unreasonably withheld), may make alterations or modifications to the Premises which Tenant may deem appropriate. Landlord's approval shall not be required for any alterations or improvements, the anticipated cost of which shall not exceed Fifty Thousand Dollars (\$50,000.00). If the anticipated cost of any alteration, modification or improvement contemplated by Tenant shall exceed Fifty Thousand Dollars (\$50,000.00) Tenant shall, in addition to obtaining the prior approval of Landlord, obtain and deliver to Landlord payment and completion bonds issued by corporate sureties licensed to do business in the State of Pennsylvania in amounts sufficient to defray the anticipated costs of such additions, modifications or improvements.

(c) Tenant shall pay all bills incurred by it in connection with the maintenance, alteration or repair of the Premises within thirty (30) days after such bills are submitted or rendered to Tenant.

(d) Upon the termination or expiration of this Lease, or any extension or renewal hereof, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted.

(e) No alteration shall be undertaken by Tenant until they shall have first secured and paid for all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. Any alterations by Tenant shall be made promptly (unavoidable delays excepted) and in a good workmanlike manner and in compliance with all applicable permits, authorizations and building and zoning laws and with all other requirements of all governmental authorities having jurisdiction and of any national or local board of fire underwriters or any other body hereafter exercising functions similar to those of any of the foregoing.

(f) The Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Premises in conjunction with alterations performed by Tenant. If any mechanics' liens or other liens, charges or orders for the payment of money shall be filed against Landlord, the Premises or any portion thereof on account of any alterations, maintenance or repair performed by or for Tenant, Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fee resulting therefrom and at Tenant's own cost and expense cause the same to be discharged of record or bonded within ninety (90) days after written notice from Landlord to Tenant of the filing thereof. Tenant shall not permit any mechanics' or similar liens to remain upon the Premises on account of any such alterations, modifications or repairs. Tenant may, however, contest the validity of any such lien or claim provided Tenant shall upon demand give Landlord reasonable security to insure payment and to prevent any sale, foreclosure or forfeiture of the Premises by reason of such nonpayment. Upon the final determination of the validity of any such lien or claim, Tenant shall immediately pay any judgment or decree rendered against either of Tenant, Landlord or the Premises, with all proper costs and charges and shall cause such lien to be released of record without cost to Landlord.

8. Compliance with Law.

(a) Tenant shall at all times comply with the requirements of all constituted public authorities and with the terms of any state or federal statute or local ordinance or regulation applicable to the Premises or Tenant's uses thereof.

(b) Environmental Matters. The term "Environmental Law" shall mean any federal, state or local, statute, act, law, ordinance, rule, regulation or order pertaining to the environment whether now or hereafter enacted and whether or not listed in this definition such as but not limited to the following:

- (i) The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat 1613, 1986) ("SARA");
- (ii) The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA");

- (iii) Toxic Substances Control Act, 15 U.S.C. Section 2601 ("TSCA");
- (iv) The Clean Water Act, 33 U.S.C. Section 407 et seq.; ("CWA")
- (v) The Clean Air Act, 42 U.S.C. Section 7901 et seq.:
- (vi) The Pennsylvania Solid Waste Management Act 35 P.S. Section 6018.103;
- (vii) The Pennsylvania Hazardous Sites Clean Up Act (Act 108 of 1988), 35 P.S. Sec. 6020.101, et seq.
- (viii) The Pennsylvania Storage Tank and Spill Prevention Act, 35 P.S. Sec. 6021.101, et seq.
- (ix) The Philadelphia Fire Code; and
- (x) Any similar statute, law, ordinance, rule, regulation or order adopted in the jurisdiction in which the Premises is located at any time whether before or after the execution of this Lease.

(c) "Hazardous Substance" shall mean any hazardous or toxic substance as defined in any Environmental Law or in any rule, regulation or order issued pursuant to any Environmental Law.

(d) "Enforcement Agency" shall mean the Environmental Protection Agency ("EPA") and any state, county, municipal or other agency having authority to enforce any Environmental Law.

(e) "Release" shall mean the spilling, leaking, disposing, discharging, emitting, depositing, injecting, leaching, escaping or any other release or threatened release, however defined, and whether intentional or unintentional, of any Hazardous Substance.

(f) Tenant shall not intentionally or unintentionally generate, use, store, handle, spill, release or discharge any Hazardous Substance at or in the vicinity of the Premises. Tenant shall not use the Premises in any manner which will cause the Premises to have a standard industrial classification ("SIC") which is covered by any Environmental Law or which will cause the premises to be deemed an "Industrial Establishment" as defined under any Environmental Law. Tenant's failure to abide by the terms of this paragraph 8(f) shall be restrainable by injunction.

(g) At anytime during the term of this Lease, Tenant shall supply to Landlord affidavits of an officer of Tenant setting forth Tenant's SIC numbers and describing in detail the operations and processes undertaken by Tenant at the Premises.

Such affidavits shall include a certification that no Hazardous Substance is generated, used, stored, handled or disposed of at the Premises or shall state the nature of any such substance and the methods used in handling the same in reasonable detail. Such affidavits shall be delivered to Landlord within ten (10) days after request therefor.

(h) Within ten (10) days after request therefor, Tenant shall provide all information requested from time to time by Landlord, or by any Enforcement Agency for the preparation of notices submissions or affidavits (including, without limitation, Non-applicability Affidavit, de Minimis Quantity Exemption Application, Limited Conveyance Application or Administrative Consent Order). Within ten (10) days after request therefor, Tenant shall execute and deliver any document reasonably required in order to comply with any Environmental Law.

(i) "Release" shall mean the spilling, leaking, disposing, discharging, emitting, depositing, injecting, leaching, escaping or any other release or threatened release, however defined, and whether intentional or unintentional, of any Hazardous Substance.

(j) Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant from, any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

(k) At any time throughout the term of this Lease and any extension thereof, Landlord may cause an inspection to be made of the Premises and its surrounding area for the purpose of determining whether any Hazardous Substance is present thereon.

(l) Tenant shall jointly and severally indemnify, defend and hold Landlord harmless of and from any and all claims arising by reason of any violation by either of Tenant of the provisions of this Article 8 and this indemnity shall survive expiration or other termination of this Lease.

9. Assignment and Subletting. Neither of Tenant shall assign this Lease nor sublet all or any part of the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. For the purposes of this section, any mortgage, conveyance, transfer or encumbrance of this Lease and any transfer by operation of law shall be deemed an assignment. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If the Premises be occupied by anyone other than Tenant, whether as assignee, subtenant, concessionaire or otherwise, Landlord may collect rent from such occupant and apply the net amount collected to the rent reserved under this Lease but acceptance of such rent shall not be deemed a consent to any such occupancy by any such other party. An attempted assignment without consent by Landlord may at the option of Landlord be treated as an offer to terminate this Lease. Any consent by Landlord to any assignment of this Lease may be conditioned upon the assignee assuming the full and faithful performance of all the terms and conditions of this

Lease and upon the continued liability of Tenant under all the terms hereof. Any consent by Landlord to any subletting shall be conditioned upon the express agreement by the subtenant to be bound by all the terms, covenants, conditions and restrictions of this Lease applicable to Tenant.

10. Liability of Tenant. Tenant hereby agree to be responsible for and to relieve Landlord from all liability by reason of any damage or injury to any person or property which may arise from any cause on or about the Premises unless such damage or injury shall arise by reason of the acts or negligence of Landlord.

11. Insurance.

(a) During the term of this Lease, or any extension or renewal thereof, Tenant shall obtain and maintain public liability insurance with a minimum single limit for personal injury of \$1,000,000 for any occurrence and of \$100,000 for property damage for any one occurrence. Such insurance shall name Tenant and Landlord as insureds.

(b) During the term of this Lease, or any renewal or extension hereof, Tenant shall maintain fire and extended coverage insurance on the Premises in an amount at least equal to eighty (80%) percent of the full fair insurable value of all improvements erected upon the Premises as such improvements may exist from time to time with insurance companies licensed to do business in the State of Pennsylvania. Such insurance shall name Landlord and Tenant as co-insureds as their interests may appear and shall provide that the proceeds of any loss shall be payable to Landlord. Landlord shall hold such proceeds in trust for payment to Tenant in progress payments to defray the cost of restoration of the Premises as hereafter provided in section 12.

(c) Tenant, upon request, shall provide Landlord and his mortgagee with certificates of insurance in form acceptable to Landlord to the extent of the aforementioned limits and amounts, which certificate shall be subject to cancellation only upon ten (10) days notice to Landlord.

12. Fire. Damage to or destruction of the improvements on the Premises or any portion thereof by fire or other casualty shall not terminate this Lease or entitle Tenant to surrender the Premises, or to any abatement of or reduction in rent or otherwise affect the respective obligations of Landlord and Tenant. Tenant shall restore the improvements on the Premises with reasonable promptness to at least as good condition as existed immediately prior to such casualty, with a building of the same general dimensions and having approximately the same value. In event of such damage or destruction the parties shall proceed with due diligence to collect the proceeds of any available insurance which shall be held by Landlord as above provided in Section 11.

13. Condemnation. If all of the Premises, or so much thereof that the remainder shall be insufficient for the continued operation of Tenant' businesses as permitted under Section 2 of this Lease shall be condemned or taken for public or private use, Tenant may terminate this Lease by written notice delivered to Landlord within 30 days after receipt of notice of such taking, such termination to be effective on the date in

which title shall vest in the condemnor.

In the event of such condemnation, all proceeds of any award for the taking of the Premises shall be payable to Landlord. Tenant shall be entitled to no portion thereof on account of the unexpired part of the term hereof.

Nothing contained herein shall be deemed to prohibit Tenant from making claim upon the condemning authority for loss of profits, removal expenses or any other items of damage not affecting the fair market value of the Premises themselves.

14. Inspection. Landlord or its agents or employees or any other person or persons authorized by Landlord shall have the right to inspect the Premises and to enter the Premises at all reasonable times not interfering with the operation by Tenant of their businesses upon the Premises for the purpose of inspecting the Premises and making any repairs that may be necessary to cause the Premises to comply with the laws, rules or regulations of any governmental authority having jurisdiction or that may become necessary by reason of the failure of Tenant after notice provided in subsection 15(b) of this Lease to maintain the Premises as required under the terms of subsection 7(a) of this Lease. Landlord may, at reasonable times, enter upon the Premises to show the same to prospective buyers or lessees thereof and, within a period of six months prior to the expiration of the basic term or any extension thereof display "For Sale" or "For Rent" signs upon the Premises.

15. Default. The following events shall be considered "Events of Default":

(a) The failure of either of Tenant to pay any installment of rent or additional rent or any other sum payable by Tenant hereunder within ten (10) days after the same shall become due and payable.

(b) The failure to perform, violation or breach by either of Tenant of any of the terms, covenants or conditions hereof, which failure, violation or breach shall continue unremedied by Tenant for a period of ten (10) days after written notice thereof shall have been given to Tenant by Landlord, or for such additional period as may be necessary to remedy such failure, violation or breach with due diligence.

(c) The abandonment by either of Tenant of the Premises or the removal or attempted removal by either of Tenant, except in the ordinary course of business, of any goods or property from Demised Premises without having paid and satisfied Landlord in full for all rent and other charges then due or that may thereafter become due until the expiration of the term of this Lease.

(d) The insolvency of either of Tenant as evidenced by an assignment by either of Tenant for the benefit of creditors, a Petition in Bankruptcy being filed by either of Tenant, the adjudication of either of Tenant as a bankrupt, the filing against either of Tenant of a petition for appointment of a receiver of all or any part of either of Tenant' assets or property, either in bankruptcy or other insolvency proceedings, unless such proceedings shall be stayed or dismissed within sixty (60) days after the filing

thereof, or the levy against any portion of the assets or property of either of Tenant by the Sheriff or other designated authority of any governmental subdivision having jurisdiction thereover.

16. Effect of an Event of Default. Upon the occurrence of any Event of Default as a result thereof and without entry or other action by Landlord:

(a) The balance of all rent and other charges to become due throughout the term hereof shall, at the option of Landlord, be accelerated and shall be immediately due and payable and Landlord may in its own name, but as agent for Tenant, sublet or relet the Premises for any period equal to or greater or less than the remainder of the term hereof for any sum which Landlord may deem reasonable to any lessee Landlord may select, and for any use or purpose which Landlord may designate. If Landlord so sublets or assigns this Lease, Tenant hereby irrevocably constitute and appoint Landlord as Tenant' agent to collect any rents due from such assignee or sublessee and apply the same to the rent due hereunder without in any way affecting Tenant' obligation to pay any unpaid balance of rent and other charges due hereunder. In the event of such assignment or subletting, Landlord shall apply the rents received therefrom to the obligation of Tenant hereunder until Landlord shall have recovered in full all amounts due and owing from Tenant to Landlord. Landlord shall be under no obligation whatsoever, either to assign, sublet or relet the Premises, at any time or upon any specific terms or conditions.

(b) At the option of Landlord this Agreement and the term created hereby shall cease and determine and become absolutely void without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any term, covenant or condition broken or defaulted, whereupon Landlord shall be entitled to recover damages for such event of default in an amount equal to the amount of rent reserved for the balance of the term hereof, less the fair rental value of the Premises for the balance thereof.

17. Remedies of Landlord. Upon the occurrence of any Event of Default, Landlord or anyone acting on Landlord's behalf, at Landlord's option, may:

(a) Without notice or demand enter the Premises, breaking open locked doors, if necessary, to effect entrance, without liability to action or prosecution for damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels of Tenant at auction, on three (3) days' notice served in person on Tenant or left on the Premises, and retain the proceeds thereof on account of Tenant' obligations hereunder; and Tenant hereby forever remise, release and discharge Landlord, and its agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale; or

(b) Enter the Premises and without demand proceed by distress and sale of the goods of Tenant there found to levy the rent or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums

chargeable to Landlord, and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by Tenant and in such case all costs, officers' commissions and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of Landlord. Tenant hereby expressly waive in favor of Landlord the benefit of all laws now made or which may hereafter be made, regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves Landlord of its obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Tenant in, on or about the Premises shall be liable to distress for rent.

(c) Lease the Premises or any part or parts thereof to such person or persons as may, in Landlord's discretion, seem best without affecting Tenant' liability for any loss of rent for the balance of the term.

(d) With the exception of the notices specifically provided for in section 15(b) of this Lease, Tenant waive all rights to legal notice whether provided by statute or common law and agrees that five (5) days notice of any proceedings to recover possession at any time shall be sufficient.

(e) Tenant waive all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any reason as provided in this Lease.

18. Remedies are Cumulative. All of the remedies hereinbefore given to Landlord and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination hereof or the taking or recovering of the Premises shall deprive Landlord of any of its remedies or actions against Tenant for rent or any and all other sums due at the time or which, under the terms hereof, would in the future have become due if there had been no determination, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Premises.

19. Landlord's Right to Enforce Strictly. Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times. Further, the failure of Landlord at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

20. Notices and Payment of Rent. All notices or demands required or permitted to be given or served pursuant to this Lease shall be deemed to have been given

or served only if in writing forwarded by certified mail postage prepaid and addressed as follows:

To Landlord at: Jenkintown and Baeder Roads
Jenkintown, PA 19046

To Tenant at: 1645-75 Easton Road
Abington, PA 19090

21. Landlord. The word Landlord when used herein shall mean the owner from time to time of the Landlord's interest in this Lease and the liability of Landlord hereunder shall be that of such owner and neither Landlord nor its successors or assigns shall be liable for any of the terms, covenants and conditions hereof from and after the date of any transfer of title to a succeeding owner, but Tenant shall look only to such succeeding owner for the performance of the obligations of Landlord hereunder.

22. Quiet Enjoyment. Landlord covenants that Landlord has the right and authority to enter into this Lease and that subject to covenants, easements and restrictions of record and the zoning, building and other ordinances or requirements of Abington Township and Montgomery County, Pennsylvania, Tenant may peaceably and quietly have, hold and enjoy the Premises provided that Tenant perform and fulfill all the terms, covenants and conditions of this Lease.

23. Subordination. This Lease is and shall be subject to and subordinate in all respects to any existing mortgages or future mortgages and assignments, renewals, extensions, modifications, consolidations or replacements thereof.

24. Sale and Purchase of the Premises. The provisions of this Section shall apply if either of Tenant assigns this Lease whether with or without the consent of Landlord pursuant to paragraph 9 or if the controlling interest in either of Tenant is transferred in any manner to any person other than the equity owners of either of Tenant existing at the date of execution of this Lease. The provisions of this Section shall also apply if either of Tenant ceases to operate an automobile dealership at the Premises. At least sixty (60) days before the occurrence of any of the foregoing events (each a "Transfer Event") Tenant shall deliver written notice (the "Transfer Notice") of the pending Transfer Event to Landlord. Concurrently with a Transfer Event, Tenant shall purchase the Premises and Landlord will sell the Premises to Tenant for a price (the "Purchase Price") to be determined by appraisal as the fair market value of the Premises at the time of such sale. The Purchase Price shall be determined in the following manner:

Not later than Sixty (60) days after the Transfer Notice, the Parties shall attempt to agree upon one appraiser to determine the Purchase Price as hereafter provided. If the parties cannot agree on one appraiser then each party shall nominate an appraiser who is a member of the American Institute of Appraisers ("MAI"). The two appraisers so chosen shall select a single appraiser who is also an MAI. The single appraiser so chosen shall determine the current market value of the Premises. The current market value of the Premises shall be determined as the higher of (x) the value of

the Premises for its highest and best use or (y) the value of the Premises as an automobile dealership and service facility. If the two appraisers selected by the respective Landlord and Tenant cannot agree on a single appraiser the third appraiser shall be selected by the President of the Philadelphia Board of Realtors. In any event the appraisal process shall be completed within ONE HUNDRED and TWENTY (120) days after the date of the Transfer Notice.

Within thirty (30) days after determination of the Purchase Price, settlement shall be held and the following shall prevail:

(i) Rent and other sums due shall be apportioned pro rata as of settlement. Realty Transfer Taxes shall be divided equally between Landlord and Tenant.

(ii) Title to the Premises shall be conveyed by Landlord's special warranty deed and shall be good and marketable and free and clear of all liens and encumbrances except any items set forth in Schedule B attached to this Lease; and taxes and other liens and encumbrances for which Tenant are responsible pursuant to the terms of this Lease. Title shall be insurable as above set forth at regular rates by any reputable title insurance company doing business in the City of Philadelphia, Pennsylvania.


(iii) The Premises shall be delivered to Tenant at the time of settlement in their then current condition. Landlord shall not be required to correct any violation of applicable building, electrical, health, safety, fire or other local codes or environmental laws. Formal tender of deed is waived.

25. Miscellaneous. The topic headings preceding the text of the several sections and subsections of this Lease are inserted solely for the convenience of the parties and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

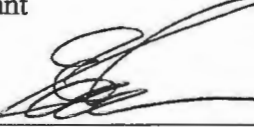
This Lease shall be binding upon Landlord and Tenant, their respective successors and assigns (but this provision shall not be deemed permission to Tenant to assign this Lease, except as hereinabove provided). All references in this Lease to Tenant shall be deemed to be and shall constitute references to Tenant individually, jointly and severally and Tenant shall be individually, jointly and severally responsible for the performance of all obligations of Tenant under this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first written above.

Sussman Associates II, LLC,
Landlord

By: 
Eric M. Sussman, Member

Marty Sussman Motors, Inc.
Tenant

By: 
Eric M. Sussman
President