

FIRST AMENDMENT TO MEMBER LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____, by and between

The Masonic Fund Society for the County of Allegheny (the "Landlord")

AND

_____ (the Tenant")

WHEREAS, under date of _____, Landlord and Tenant entered into a lease for a certain premises in the Greater Pittsburgh Masonic Center, a copy of which lease is attached hereto as Exhibit "A" (the "Lease"); and

WHEREAS, the parties hereto desire to make certain modifications to the Lease in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending hereby to be legally bound and to so bind their respective successors and assigns, agree as follows:

1. Article IV of the Lease is hereby amended by the addition thereto of a new Section 4.6, as follows:

4.6 Tenant acknowledges that the Greater Pittsburgh Masonic Center might be designated as a reunification center by the North Hills School District, in the event of a community crisis. If said School District uses the Center during a community crisis, Tenant agrees that its use of the Center shall be suspended until said crisis is over and the School District no longer occupies the Center.

2. Article V of the Lease is hereby amended by the addition thereto of a new Section 5.3, as follows:

5.3 In the event that Tenant uses another part of the building of which the Premises is a part, it shall abide by and follow Rules and Regulations that apply, a copy of which is attached hereto as Exhibit "B."

3. Article VII of the Lease is hereby amended by the addition thereto of a new Section 7.3, as follows:

7.3 In the event that Tenant reserves the use of the Premises or another part of the building of which the Premises is a part at anytime and fails to occupy that space during the reserved timeframe, Tenant shall pay a cancellation fee of \$150.00 to cover Landlord's expenses, unless Tenant gives Landlord a cancellation notice in writing at least seventy (72) hours prior to its use.

4. Section 9.1 of the Lease is hereby deleted. Tenant is required to maintain and keep in force those insurance policies required in Article IX.

5. The amount of liability insurance required by Section 9.2 of the Lease is hereby increased from \$100,000.00 to \$1,000,000.00.

6. All terms, provisions, covenants and conditions of the Lease, as extended and modified hereby, shall remain in full force and effect between the parties hereto.

IN WITNESS WHEREOF, the parties hereto, have signed and sealed this First Amendment on or as of the date first above written.

Attest:

LANDLORD:
THE MASONIC FUND SOCIETY FOR
THE COUNTY OF ALLEGHENY

Attest:

TENANT:

Print Name:

By: _____

Print Name:

LESSOR: The Masonic Fund Society for the County of Allegheny

TENANT: _____

PREMISES: Lodge Room _____, Storage Area _____

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Exhibit "A"

LEASE

ARTICLE I

Parties

1.1 This lease (the "Lease") is made on or as of this 1st day of January, 2012, by and between the Masonic Fund Society for the County of Allegheny (the "Landlord")

AND

Lodge 45 (the "Tenant")

1.2 The parties, in consideration of the mutual covenants contained in this Lease and intending to be legally bound and to so bind their respective successors and assigns, agree as follows:

ARTICLE II

Defined Terms

2.1 Any word or combination of words in this lease within quotation marks and with the first letter of the term capitalized shall be a defined term. The meaning of each defined term is stated immediately following the defined term.

2.2 "Premises": Non-exclusive use of 'Lodge Room known as Lodge 45 in the Greater Pittsburgh Masonic Center, 3579 Masonic Way, Pittsburgh, Pennsylvania, as further defined in Article III herein, together with exclusive use of storage areas assigned. Assignment of Lodge Rooms for meetings may be adjusted to meet scheduling requirements.

2.3 "Term": Annual commencing on January 1, 2012, continuous in one (1) year periods, subject to the provisions of Article IV.

2.4 "Rent": Amount as determined annually by the Rental Committee and approved by the Board of Directors, and payable on the first day of each calendar month during the Term.

2.5 "Landlord's Notice Address": The Greater Pittsburgh Masonic Center, 3579 Masonic Way, Pittsburgh, PA 15237.

2.6 "Tenant's Notice Address": The Greater Pittsburgh Masonic Center, 3579 Masonic Way, Pittsburgh, PA 15237.

2.7 "Exhibits": The following exhibits are attached and made a part of this Lease:

Exhibit "A" – Rules and Regulations

ARTICLE III

Premises

3.1 Landlord leases to Tenant, and Tenant rents from Landlord, the Premises described in Section 2.2, for the Term set forth in Section 2.3.

3.2 With the exception of the storage area, Tenant shall have non-exclusive possession of the Premises, as long as Tenant shall not be in default under this Lease and Tenant has properly reserved its use of the Premises by following Landlord's room reservation policy. Tenant shall also have the right to use the parking area and other parts of the building in which the Premises is situate upon proper reservation of the same.

3.3 The Premises have been inspected by Tenant. Tenant acknowledges that the Premises are in good and habitable condition. Tenant accepts the Premises in their present "as is" condition.

ARTICLE IV

Term and Possession

4.1 The Term of this Lease shall be for the period set forth in Section 2.3.

4.2 Landlord, its agents, employees and contractors, shall have the right to enter and inspect all parts of the Premises at all times pursuant to its duty to manage and maintain the Premises.

4.3 This Lease shall be for continuous one (1) year periods, unless Tenant gives Landlord not less than one hundred and eighty (180) days' written notice prior to the expiration of the Term of any renewal term that it intends not to renew. Such automatic renewal periods shall be at a rental amount determined by Landlord and upon other terms and conditions as are contained in the Lease. In the event that Tenant elects not to renew the Lease, Landlord may terminate it, effective on the ending date of the Term or any renewal term.

4.4 If Tenant does not vacate the Premises by the ending date of the Term, the occupancy shall be deemed to be a tenancy under this Lease from month to month. This tenancy shall be terminable by either party on thirty (30) days prior written notice.

4.5 If Tenant should merge with another Tenant during the annual term of the Lease, the new entity will be responsible for both Leases until the end of the current one (1) year term.

ARTICLE V

Use

5.1 Tenant may use the Premises only for conduct of Masonic-related activities.

5.2 At all times, Tenant and its guests shall comply with, and do and perform all things required by all statutes, laws, ordinances and regulations of every governmental authority and regulatory body having jurisdiction. In addition, Tenant shall comply with, and do and perform all things required by the Rules and Regulations of the Landlord.

ARTICLE VI

Assignment or Subletting

6.1 Tenant may not assign this Lease nor sublet the Premises.

ARTICLE VII

Rent

7.1 Tenant shall pay Rent to Landlord as set forth in Section 2.4.

7.2 Rent shall be payable at Landlord's Notice Address set forth in Section 2.5 or such other place as Landlord may designate. Rent shall be paid on the first day of each calendar month during the Term. The first payment shall include any pro-rated Rent for the period from the date of the commencement of the Term to the first day of the first full calendar month in the Term. Tenant shall be assessed a charge of \$25.00, together with any bank charges for any checks returned "NSF". This amount is to compensate Landlord for additional bookkeeping services.

ARTICLE VIII

Utilities and Services

8.1 Landlord shall provide and pay all charges for utilities and services.

8.2 Landlord shall not be liable if any utility or service becomes unavailable from any public utility, company, public authority or any other person, firm or corporation, including Landlord, which supplies the utility or service. Discontinuance of any service shall not constitute an eviction.

ARTICLE IX

Insurance and Indemnification

9.1 Tenant's responsibility to maintain and keep in force those insurance policies set forth in Sections 9.2 and 9.3 hereof may be satisfied by said policies being paid for by The Right Worshipful Grand Lodge of the Most Ancient and Honorable Fraternity of Free and Accepted Masons of Pennsylvania. In the event these policies or coverages lapse or are terminated for any reason, Tenant must maintain the same in accordance with the provisions of this Article.

9.2 Tenant shall maintain and keep in force policies of public liability insurance. These policies shall include a medical payment provision covering claims for personal injury, death and property damage resulting from any accident or occurrence in or about the Premises or arising out of the use or occupancy of the Premises. Coverage shall be in such amounts as Landlord from time to time may require. If Landlord fails to stipulate a greater amount, the separate limits shall be at least \$100,000.

9.3 Tenant shall maintain and keep in force policies of insurance against loss to the contents on the Premises, including but not limited to Tenant's property as a result of fire, theft or other insurance casualty, in adequate amounts.

9.4 All policies of insurance required to be maintained by Tenant shall be obtained from insurance companies authorized to engage in business in the Commonwealth of Pennsylvania. Copies of the policies and certificates evidencing the effective dates and that they will not be canceled without at least ten (10) days notice in writing shall be delivered to Landlord when requested. Landlord's failure to request certificates of insurance shall not relieve Tenant of its obligation to maintain insurance.

9.5 Tenant shall indemnify Landlord from any penalty, claim, demand, loss, damage, charge, expense or attorney's fees (a) imposed for a violation by Tenant of any law or ordinance or (b) which arises out of Tenant's use of the Premises from any accident causing injury to any person or property.

ARTICLE X

Alterations and Repairs

10.1 Tenant shall not make any alteration or improvement to the Premises, unless Landlord's prior written approval is obtained.

10.2 Landlord shall be responsible for keeping and maintaining the Premises in clean, orderly and good condition. Tenant shall be responsible for any and all damages which result from Tenant's negligence or carelessness.

ARTICLE XI

Mortgages

11.1 Tenant's rights under this Lease shall be subordinate to (a) any mortgage or security interest on the Premises or on the property of which the Premises is a part; and (b) to any mortgage or security interest granted by Landlord after the date of this Lease. Tenant's possession of the Premises shall not be disturbed by legal action by the holder of any mortgage or security interest granted after the date of this Lease as long as Tenant is not in default.

ARTICLE XII

Condemnation

12.1 In the event of condemnation of the Premises by a public body, either party may, at its option, by giving the other party sixty (60) days notice in writing, declare this Lease terminated, thereby ending all rights and responsibilities under the Lease. For the purposes of this section, condemnation of the Premises shall include a substantial taking of all or any part of the building or so much of the parking area that continued use of the Premises would be economically infeasible. Should the taking be less than a substantial part of the Premises, then this Lease shall remain in force and neither party shall have the right to terminate. Where there is a taking of any part of the Premises, the respective parties shall be entitled to recover damages and benefits as permitted by law and consistent with this Lease. However, the Landlord's portion of any award shall not be diminished by any claim of Tenant to a bonus value as a result of Rent payable being less than the fair market rental value of the Premises.

ARTICLE XIII

Default

13.1 If after fifteen (15) days notice in writing from Landlord, Tenant shall fail to make any payment or to perform any act required on its part under this Lease, Landlord, may, without further notice or demand, make such payment or perform such act, and may employ attorneys and pay expenses. All these sums paid by Landlord and all Rent and other charges payable by Tenant shall bear interest at the prime rate of PNC Bank, plus two (2%) percent from the date of such payment or the date such payment by Tenant was due.

13.2 If Tenant shall default in the payment of any installment of Rent, or other amount due under this Lease, then the entire Rent for the balance of the Term, at the option of Landlord, shall become due and payable at once.

13.3 If Tenant shall default (a) in the payment of any installment of Rent, or other amount due under this Lease or (b) in the performance of any covenant or condition of this Lease and fail to cure or commence and diligently proceed to cure such default within fifteen (15) days after written demand by Landlord that the default be cured, Landlord, at its option, may file suit against Tenant for all sums due and for possession of the Premises.

13.4 Termination of the Term, or the receipt of Rent after default shall not deprive Landlord of any other action against Tenant for possession or for Rent or for damages. Landlord may use the remedies in this Lease or others prescribed by law, or both, as often as it may deem necessary.

ARTICLE XIV

Surrender

14.1 Tenant waives all rights to any notice of termination which may be required under the Landlord and Tenant Act of 1951 or any law hereafter enacted. Tenant shall give up quiet and peaceful possession and surrender the Premises in clean and good condition, reasonable wear and tear alone excepted, upon expiration of the Term or earlier termination of this Lease without further notice from Landlord.

14.2 Tenant shall repair any damage caused by its removal of property and at its sole cost and expense. Any property not removed from the Premises at the expiration or earlier termination of this Lease may become the property of Landlord and may be removed at the expense of the Tenant.

ARTICLE XV

Miscellaneous

15.1 All notices and demands which are required to be given under this Lease shall be given in writing and sent by United States regular mail addressed to Landlord as set forth in Section 2.5 and to Tenant as set forth in Section 2.6. The parties may designate in writing other addresses at which it wishes to receive notices.

15.2 This Lease has been executed and delivered in Ross Township, Pennsylvania. The laws of the Commonwealth of Pennsylvania shall apply. The division of this Lease into Articles and Sections and the use of headings for said Articles is for the purpose of convenience only and not for the purpose of construing this Lease. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected.

15.3 Tenant shall, upon not less than ten (10) days prior written request by Landlord execute, acknowledge and deliver to Landlord a certificate stating if (a) this Lease has been modified and (b) is in full force and effect and (c) the dates to which the rent and other charges have been paid in advance, and (d) such other matters relating to this Lease as may be requested by Landlord.

15.4 Tenant agrees to become a tenant of any successor in interest to Landlord, if so requested. Tenant agrees, upon demand, to execute agreements in confirmation of such fact.

15.5 All provisions of this Lease shall apply (a) during the Term, (b) during any extensions of the Term and (c) during all periods before and after the Term while Tenant occupies the Premises.

15.6 The submission of this Lease to Tenant for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery by Landlord.

IN WITNESS WHEREOF, the parties have duly executed and sealed this Lease as of the date first above written.

ATTEST:

Name	Title
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LANDLORD:

**THE MASONIC FUND SOCIETY
FOR THE COUNTY OF ALLEGHENY**

By:

Name	Title
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ATTEST:

TENANT

Name	Title
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Name	Title
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RULES AND REGULATIONS

1. Whenever in these Rules and Regulations the word "Tenant" is used, it shall include the Tenant and all of their members, guests and visitors.

2. Unless authorized by the Landlord in writing, the Tenant shall not be permitted to:

(a) obstruct or use for any purpose other than for ingress and egress, the streets, sidewalks, entrances, halls, stairways and other common areas;

(b) do, bring, place or store on the Premises anything which will in any way increase or tend to increase the risk of fire or the rate of fire insurance premiums;

(c) keep any animal, bird or pet on the Premises;

(d) place any sign, advertisement or notice on a window or other part of the building, inside or outside, without Landlord's consent;

(e) commit any improper noise or disturbance;

(f) cause any offensive odor;

(g) allow any window or door to remain open while the heating or air conditioning facilities are in operation;

(h) drop any article or material from a window or door; hang any article or material from a window or door;

(i) place any dirt, trash or waste in the halls;

(j) drill any hole or drive a nail or screw into any part of the Premises;

(k) paint, decorate, install carpet, shades, blinds, curtains or drapes;

(l) use the Premises for any disorderly or immoral purpose; or

(m) allow anyone to smoke cigarettes, cigars or pipes on the Premises.

3. Landlord shall not be responsible to Tenant for non-observance of Rules and Regulations on the part of other tenants.

4. No custodian, superintendent or other employee of Landlord is authorized to receive property left by or for Tenant.

5. Landlord shall have the right to make such other rules and regulations, as it deems necessary, for the safety, care and cleanliness of the Premises.

EXHIBIT "B"
RULES AND REGULATIONS

The Licensee must follow the following Rules and Regulations:

1. Licensee shall not be permitted to:
 1. do, bring, place or store on the Premises anything which will in any way increase or tend to increase the risk of fire or the rate of fire insurance premiums;
 2. keep any animal, bird or pet on the Premises;
 3. place any sign, advertisement or notice on a window or other part of the building, inside or outside, without Lessor's consent;
 4. commit any improper noise or disturbance;
 5. cause any offensive odor;
 6. allow any window to remain open while the heating or air condition facilities are in operation;
 7. drop any article or material from a window or hang any article or material from any window;
 8. drill any hole or drive a nail or screw into any part of the Premises or affix signs or decorations on the walls without obtaining Lessor's prior consent;
 9. use the Premises for any disorderly or immoral purpose;
 10. move furniture in the lobby or ballroom areas without Lessor's consent;
- and
11. use any other area of the building of which the Premises is a part that is not rented by the Licensee.
2. Licensee is responsible for the supervision and conduct of all individuals attending their function including adult supervision of all children in attendance and all individuals provided access to the facility in connection with the function.
3. No smoking is permitted inside the building. Smoking is permitted outside and receptacles are available for proper disposal of cigarettes/cigars.
4. Decorations of any type must be approved by the Masonic Fund Society.
5. Any personal belongings as well as decorations and food must be removed at the end of the evening, within one-half hour of the Term's end, unless previous arrangements have been made.
6. No custodian, superintendent or other employee of Lessor is authorized to receive property left by or for Licensee.
7. Lessor will not be responsible to Licensee for non-observance of the Rules and Regulations on the part of other tenants or licensees to the property of which the Premises is a part.

8. Licensor has the right to make other Rules and Regulations or change existing ones, as it deems necessary, for the safety, care and cleanliness of the Premises.

9. In the event that the Ballroom and adjacent Patio or the Grotto Room and adjacent Patio are being used, the following Rules and Regulations, in addition to those above, shall apply:

- (a) The bar will close at 11:00 p.m., no exceptions;
- (b) The Licensee is required to comply with ALL applicable laws at events which alcohol will be served. The Licensor will arrange for a uniformed Ross Township Police Officer to be on the Premises during your function. If additional police officers are called to the building for any reason, the licensees will forfeit the security deposit. After the event, all alcohol must be removed from the Premises as provided herein;
- (c) Entertainment shall cease **30 minutes** prior to specified end time and the bar (when applicable) should be closed **30 minutes** prior to the end time and all remaining bottles packaged for removal. If these times are not met, additional charges will be assessed commencing **½ hour** after your scheduled ending time;
- (d) You must choose a caterer from our approved list, see Appendix "B";
- (e) No food or beverages are permitted outside Ballroom, the Grotto Room, Kitchen or Patio areas;
- (f) Ice sculptures are permitted, but the office must be notified prior to your event so water run-off can be adequately controlled; and
- (g) Candles must be in containers, no tapers.

10. In the event that the Auditorium and Dressing Area are being used, the following Rules and Regulations, in addition to those above, shall apply:

- a. Licensee has access to the stage dressing area and is permitted to use the racks for hanging costumes;
- b. Licensee can also store props needed for the performance after discussion with the stage crew;
- c. If you choose to sell gifts or other items in connection with your performance, these sales must be reviewed with the Licensor;
- d. All sound and lighting systems will be operated by Licensor's stage crew, unless otherwise noted, with no custom cues and full stage washes in red, blue, green, yellow and white;
- e. All backdrops and building stage equipment are to be operated by Licensor's stage crew, unless otherwise noted;
- f. All building furniture and props will be used only with permission of Licensor's stage crew, unless otherwise noted;
- g. No food or beverages are permitted in the stage area. If space is needed for performers to eat, arrangements can be made for rental of a portion of the ballroom for an additional fee.

h. Any special effect required for your performance must first be approved by the Lessor and if necessary, insurance certificates provided prior to the performance;

i. An additional hour of use will be charged for opening and closing per day;

j. Contracted light designer:

• will be required at 2 Tech rehearsals to assist in setting up the light console

for use during your performance at an additional charge;

• will be required for all shows that involve Custom Cues build, use of the

moving lights, and physical Movement of any lights; and

• will not teach Licensee how to program the Lighting console

11. In the event that the Kitchen is used, the following Rules and Regulations, in addition to those above, shall apply:

a. Any approved caterer by Lessor shall sign and follow requirements in a Caterer Kitchen Usage Agreement, a copy of which is attached to the License as Appendix "B."

12. In the event that Licensee intends to purchase or make available alcoholic beverages, the caterer providing these beverages must be approved by the Lessor in writing. Said caterer must follow these Rules and Regulations and all applicable laws, ordinances, regulations and policies of the Commonwealth of Pennsylvania and Ross Township. The caterer must provide bartenders that are RAMP or Tips Certified, and a copy of their certificate must be on file with the Lessor prior to the event. No family member or friends can serve as a bartender. Lessor reserves the right to terminate the service of alcoholic beverages at any time before or during the event and to exclude or remove any person who, in our sole discretion, we believe is intoxicated.



GREATER PITTSBURGH MASONIC CENTER

APPROVED CATERERS* (AS OF 9/23)

REMO'S CATERING

Roland & Roy Mazzoleni

2151 Babcock Boulevard
Pittsburgh, PA 15209
412-931-0332

www.RemosCatering.com

PARTYLINE CATERING

Brian & Sue Meador

2872 Custer Avenue
Pittsburgh, PA 15227
412-882-7110

susiespots@aol.com

MONTEVERDE CATERING

Debby & Kelly Monteverde

300 Camp Horne Road
Suite #7
Pittsburgh, PA 15202
412-761-7707

monteverdecatering@live.com

JOHN MARSHALL CATERING

John Marshall

5950 William Flynn Highway
Bakerstown PA 15007
724-444-1384
724-321-9920 (M)

info@johnmarshallcatering.com