

LEASE

Between

SPRINGFIELD PLAZA ASSOCIATES, LLC,

Landlord,

and

UNION COUNTY EDUCATIONAL SERVICES COMMISSION,

Tenant

Dated: _____

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AGREEMENT OF LEASE

Between **SPRINGFIELD PLAZA ASSOCIATES, LLC**, a New Jersey limited liability company (hereinafter called “Landlord”), and Union County Educational Services Commission, a _____ (hereinafter called “Tenant”).

PREAMBLE

BASIC LEASE PROVISIONS AND DEFINITIONS.

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease should have only the meanings set forth in this section, unless such meanings are expressly modified, limited or expanded elsewhere herein.

- (1) **Date of Lease:** _____
- (2) **Exhibits:** The following Exhibits attached to this Lease are incorporated herein and made a part hereof:
 - Exhibit A: Lease Plan
 - Exhibit A1: Demised Premises
 - Exhibit B: Rules and Regulations
 - Exhibit C: Janitorial Services
 - Exhibit D: Commencement Agreement
- (3) **Building:** Echo Executive Plaza Office Building
899 Mountain Avenue
Springfield, New Jersey 07081
- (4) **Premises or Demised Premises:** approximately, Two Thousand Sixty-One (2,061) rentable square feet on the second (2nd) floor of the Building designated Suite 2C on Exhibit A
- (5) **Land:** Lot 1, Block 3901 on the Tax Assessment Map of the Township of Springfield, Union County, New Jersey; and Lot 4, Block 24.M on the Tax Assessment Map of the Township of Springfield, Union County, New Jersey
- (6) **Term:** Four (4) Years
- (7) **Commencement Date:** August 1, 2022
- (8) **Rent Commencement Date:** August 1, 2022
- (9) **Termination date:** July 31, 2026

(10) Fixed Rent:

Period	Annual Fixed Rent	Monthly Fixed Rent	Per Square Foot
August 1, 2022 thru July 31, 2023	\$47,403.00	\$3,950.25	\$23.00
August 1, 2023 thru July 31, 2024	\$48,433.50	\$4,036.12	\$23.50
August 1, 2024 thru July 31, 2025	\$49,464.00	\$4,122.00	\$24.00
August 1, 2025 thru July 31, 2026	\$50,494.50	\$4,207.87	\$24.50

- (11) Tenant’s Rentable Area:** Two Thousand Sixty-one (2,061) square feet
- (12) Tenant’s Percentage:** 5.01%
- (13) Base year:** Calendar year 2022
- (14) Electric Energy Charge:** Tenant shall pay its proportionate share of the electric usage on the second and third floor of the Building as reflected on the meter for such floors. As used herein, Tenant’s proportionate share shall be determined as a fraction, the numerator of which is Tenant’s Rentable Area and the denominator of which is the total Rentable Area of the second and third floors of the Building.
- (15) Security:** Seven Thousand Nine Hundred and 50/100 (\$7,900.50) Dollars
- (16) Permitted use:** General Office
- (17) Tenant’s address:** prior to the commencement date at 45 Cardinal Drive; Westfield, NJ 07090; after the commencement date at 899 Mountain Avenue, Suite 2C; Springfield, NJ 07081.
- (18) Landlord’s address:** 1250 Route 28/Easton Turnpike, Suite 101, Branchburg, New Jersey 08876
- (19) Broker:** Brounell & Kramer Realtors
- (20) Tenant’s North American Industry Classification System (“NAICS”) Code:** _____

W I T N E S S E T H:

1. **DEMISE OF PREMISES.** Landlord does hereby lease and demise to Tenant and Tenant does hereby hire and take from Landlord, upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease, the premises for the term. Parking areas on the Land shall not be considered part of the premises; provided, however, Tenant, its employees and invitees shall have the privilege to use on an unreserved basis together with the other tenants of the Building and their employees and invitees, the parking spaces on the Land as long as Tenant is not in violation of any Rules and Regulations pertaining thereto, which privilege may not be assigned, sublet or transferred in any way by Tenant except in conjunction with a permitted assignment or subletting hereunder. Landlord reserves the right, from time to time, to assign and reassign to Tenant and other tenants of the Building specific parking spaces, and Tenant agrees to be bound thereby.

2. **TERM.** The term shall commence on the commencement date (subject to Article 6 hereof) and shall end on the termination date or on such other date as the term may expire or be terminated pursuant to the provisions of this Lease or pursuant to law.

3. **RENT.**

A. The Fixed Rent shall be payable in equal monthly installments in advance on the first day of each and every calendar month during the term (except that Tenant shall pay the first monthly installment on the execution hereof), plus such additional rent and other charges as shall become due and payable hereunder, which additional rent and other charges shall be payable as hereinafter provided, all of which shall be paid to Landlord at Landlord's address, or at such other place or to such other person as Landlord may designate, in lawful money of the United States of America. Fixed Rent, additional rent and other charges hereunder are sometimes hereinafter collectively called "rent".

B. Tenant does hereby covenant and agree to pay the rent herein reserved as and when the same shall become due and payable, without demand therefore and without any set-off or deduction whatsoever, and to keep and perform, and to permit no violation of, each and every one of the covenants, agreements, terms, provisions and conditions herein contained on the part and on behalf of Tenant to be kept and performed.

C. If Tenant fails or refuses to pay rent hereunder and Landlord institutes suit for the collection of same or for possession of the premises, Tenant agrees to reimburse Landlord, as additional rent hereunder, for all reasonable expenses incurred by Landlord in connection therewith, including, but not limited to, reasonable attorneys' fees but not less than fifteen (15%) percent of the delinquent rent. If the payment of any sum required to be paid by Tenant to Landlord under this Lease (including, without limiting the generality of the foregoing, rent, Fixed Rent Adjustments, or payment made

by Landlord under any provision of this Lease for which Landlord is entitled to reimbursement by Tenant) shall become overdue for five (5) days beyond the date on which they are due and payable as provided in this Lease, then a delinquency service charge equal to five (5%) percent of the amount overdue for each thirty (30) days that elapse between the fifth (5th) day after such rent is due and the date payment in full is received by Landlord. Should Tenant fail to pay rent or additional rent on time or become in default under this Lease, all further payments of any kind and nature whatsoever must be by certified check. Landlord shall also be entitled to charge as additional rent, a Six Hundred Dollar (\$600.00) administrative fee and a Seven Hundred Fifty Dollars (\$750.00) legal fee on any rent payment made after the tenth (10th) day of the month. Tenant may be charged additional legal fees and court costs arising from further legal action as outlined in this Lease. Any check returned to the Landlord for insufficient funds, or any other reason, is subject to an additional rent service charge in the amount of Two Hundred Fifty Dollars (\$250.00). In the event of nonpayment of any delinquency service charges and interest provided for above, Landlord shall have, in addition to all other rights and remedies, all the rights and remedies provided for herein and by law in the case of nonpayment of rent. No failure by Landlord to insist upon the strict performance by Tenant of Tenant's obligations to pay late charges shall constitute a waiver by Landlord of its rights to enforce the provisions of this paragraph C in any instance thereafter occurring. The provisions of this paragraph C shall not be construed in any way to extend any notice period provided for in this Lease.

D. Whenever in this Lease, Tenant is required to pay additional rent or other charges to Landlord, Landlord shall have all remedies for the collection thereof that it may have for the non-payment of Fixed Rent hereunder.

E. If, by reason of any of the provisions of this Lease, the obligation of Tenant to commence the payment of rent under this Lease shall be on any day other than the first day of a calendar month, the rent for such calendar month shall be prorated based upon one-thirtieth (1/30) thereof per diem.

F. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

4. FIXED RENT ADJUSTMENT.

A. As used in, and for the purposes of this Article:

(1) "taxes" shall mean real estate taxes and assessments, special or otherwise, levied upon or with respect to the Building and the Land, imposed by federal, state or local governments (but shall not include income, franchise, capital stock,

estate or inheritance taxes or taxes based on receipts of rentals, unless the same shall be in substitution for or in lieu of a real estate tax or assessment) and any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the Building and the Land for the operation thereof, provided that if, because of any change in the method of taxation of real estate, any other or additional tax or assessment is imposed upon Landlord or upon or with respect to the Land and/or the Building or the rents or income therefrom, as or in substitution for or in lieu of any tax or assessment which would otherwise be a real estate tax, or personal property tax of the type referred to above, such other tax or assessment shall also be deemed a real estate tax.

(2) “tax base” shall mean the taxes for the base year.

(3) “operating expenses” shall mean and include all costs and expenses in connection with the ownership, administration, management, operation, repair, replacement reserves, renewal, and maintenance of the Land and Building including reserves (in accordance with useful life), by Landlord and for operating, maintaining, repairing and/or replacing any and all or any part of the common area (or any installation in, on, under or over same) including but not limited to parking areas, sidewalks, curbs, roof, structure, foundation, grounds, on-site water lines, electric lines, gas lines, sanitary sewer lines, storm water lines, septic areas and fields and providing services to the tenants thereof, including, but not limited to, costs of insurance and any reasonable deductible thereunder, administrative, service and/or maintenance contracts, including but not limited to, HVAC, rubbish removal, carting, janitorial, security services, exterminating, landscaping and snow removal, costs, if any, of landscaping or snowplowing public roadways in or adjacent to the property of which the Land is a part, payroll, salaries, benefits and work uniforms of superintendents, engineers, mechanics and custodians, towel service for common lavatories, costs of regularly replacing fluorescent tubes and ballasts in tenant spaces, common area maintenance, water, sewer, septic, gas and electricity and other utility charges for utilities servicing the common areas, standby sprinkler charges, window cleaning, cleaning of common areas, management fees, administrative fees, supervisory fees, repairs, replacement reserves, supplies, sewer rents, (sewer and water use permits, connection fees and meters), utilities, and legal fees, professional, advertising, and bank charges incurred by the Landlord.

(4) “base expenses” shall mean the operating expenses for the base year.

(5) “lease year” shall mean each calendar year in which occurs any part of the term subsequent to the base year.

(6) “tax year” shall mean each calendar year in which occurs any part of the term.

B. As soon as practicable after each lease year, Landlord will furnish Tenant a statement which shall show a comparison of the operating expenses for the preceding lease year to the base expenses. On the first day for the payment of Fixed Rent hereunder following the furnishing of such comparative statement: (i) Tenant shall pay to Landlord a sum (hereinafter called the “expense increase”) equal to Tenant’s Percentage of the increase, if any, of the operating expenses for the preceding lease year over the base expenses; (ii) Tenant shall pay to Landlord a sum equal to one-twelfth (1/12) of the expense increase multiplied by the number of months then elapsed commencing with the first day of the current lease year and, in advance, one-twelfth (1/12) of the expense increase in respect of the then current month; and (iii) thereafter, until a different comparative statement shall be submitted to Tenant as above provided, the monthly installment of Fixed Rent payable under this Lease shall be increased by an amount equal to one-twelfth (1/12) of the expense increase.

C. As soon as practicable after each lease year, Landlord will furnish Tenant a statement which shall show a comparison of the taxes for the then current tax year to the tax base. The increase, if any, of taxes for the then current tax year over the tax base, when multiplied by Tenant’s Percentage, is hereinafter called the “tax increase”. On the first day for the payment of Fixed Rent hereunder following the furnishing of such comparative statement: (i) Tenant shall pay to Landlord a sum equal to one-twelfth (1/12) of the tax increase multiplied by the number of months elapsed commencing with the first day of the then current tax year and, in advance, one-twelfth (1/12) of the tax increase in respect of the then current month; and (ii) thereafter, until a different comparative statement shall be submitted to Tenant as above provided, the monthly installment of Fixed Rent payable under this Lease shall be increased by an amount equal to one-twelfth (1/12) of the tax increase.

D. If prior to the receipt by Tenant of a comparative statement from Landlord pursuant to paragraphs B or C hereof, Tenant has paid any expense increase or tax increase with respect to the lease year for which that comparative statement was submitted, then appropriate credits and/or adjustments shall be made to reflect the expenses which Tenant may have previously paid in whole or in part or may then be paying.

E. In the event Landlord shall obtain a refund for any taxes or operating expenses after payment by Tenant of any tax increase or expense increase relative thereto, Landlord shall give Tenant an appropriate credit or reimbursement which shall reflect any reasonable costs and expenses incurred by Landlord in obtaining the refund.

F. If Tenant shall dispute in writing any specific item or items included by Landlord in any statement furnished by Landlord to Tenant, Tenant shall pay the amount stated in Landlord’s statement and such payment shall be without prejudice to Tenant’s position. If the dispute shall be determined in Tenant’s favor, by agreement or otherwise, Landlord shall credit to Tenant the amount of Tenant’s overpayment resulting

from such compliance by Tenant. Landlord shall have the right, for a period of twelve (12) months after the rendering of any statements (or for a longer period, if reasonably required in order to ascertain the facts) to send corrected statements to Tenant, and any rent required thereby shall be paid by Tenant within thirty (30) days thereafter. If Tenant shall not so dispute any item or items of any statement or corrected statement within thirty (30) days after such statement or corrected statement has been rendered, Tenant shall be deemed to have approved such statement or corrected statement.

G. Landlord shall keep, for a period of sixty (60) days after statements are rendered as provided in this Article, records in reasonable detail of the items covered by such statements and shall permit Tenant, upon the giving of reasonable prior notice, to examine and audit such records to verify such statements, at reasonable times during Landlord's normal business hours, at the sole cost and expense of Tenant.

H. If, with respect to operating expenses, as established in Subsection (A)(3) hereof, the Building is not ninety-five (95%) percent occupied during the establishment of the base expenses then the operating expenses incurred with respect to said base year shall be adjusted during any such period within the base year so as to reflect ninety-five (95%) percent occupancy. Similarly, if, during any lease year or proportionate part thereof subsequent to the base year the Building is less than ninety-five (95%) percent occupied then the actual costs incurred for operating expenses shall be increased during any such period to reflect ninety-five (95%) percent occupancy so that at all times after the base year operating expenses shall be actual costs, but in the event less than ninety-five (95%) percent of the Building is occupied during all or part of the lease year involved, the operating expenses shall not be less than that which would have been incurred had ninety-five (95%) percent of the Building been occupied. The aforesaid adjustment shall only be made with respect to those items that are in fact affected by variations in occupancy levels. To the extent any operating expense is separately billed or metered or paid for directly by any Building tenant, to include but not be limited to Tenant, or for which Landlord receives reimbursements, said space shall be considered vacant space for purposes of the aforesaid adjustment.

5. SECURITY. Tenant has deposited the Security with Landlord as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. At all times during the Term or any extension or renewal thereof, the Security Deposit shall equal the sum of two (2) installments of monthly Fixed Rent . As and when the monthly Fixed Rent increases, Tenant shall deposit with Landlord the difference between the then existing Security Deposit and the aforementioned sum (hereinafter "Additional Security"). Failure of Tenant to deposit Additional Security within ten (10) days after Landlord's written demand shall constitute a material breach of this Lease by Tenant. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent, Landlord may use, apply or retain the whole or any part

of the Security to the extent required for the payment of any rent as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. To the extent that Landlord, during the term hereof, so uses, applies or retains all or any part of the Security, Tenant shall, on demand, promptly restore the Security to its original amount. The Security (less any portions thereof used, applied, or retained by Landlord in accordance with the provisions of this Article) shall be returned to Tenant after the termination date (or after such other date when the term may expire or be terminated, without the fault of Tenant, pursuant to the provisions of this Lease or pursuant to law) and after delivery of entire possession of the premises to Landlord in accordance with the provisions of this Lease. In the event of a sale or leasing of the Land and the Building, Landlord shall have the right to transfer the Security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such Security, and Tenant agrees to look to the new Landlord solely for the return of said Security. It is agreed that the provisions hereof shall apply to every such transfer or assignment made of the Security. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security and that neither Landlord nor its successors and assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Notwithstanding anything in this Lease to the contrary, and without limiting Landlord's other rights and remedies provided for in this Lease, or at law or equity, in the event, for any reason whatsoever, Tenant fails to provide Landlord, prior to Lease Commencement, with certified funds and/or clear funds with respect to the Security Deposit and the First Months Fixed Rent payment then Tenant shall be in default of the Lease Agreement.

6. COMPLETION AND POSSESSION.

A. Delivery of possession of the Demised Premises to Tenant (herein called "Delivery of Possession") shall be deemed to have occurred on the date that Landlord delivers physical possession of the Demised Premises to Tenant. On Delivery of Possession, Tenant agrees to accept the Demised Premises in their "AS IS, WHERE IS" condition. Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of the Demised Premises to Tenant until Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant, and the Guaranty, if any, executed by Guarantor(s); (ii) the Security Deposit, if any, and the first full monthly installment of Rent which is due upon Lease execution; (iii) certificates of insurance as required under Article 13 of this Lease; and (iv) a fully executed Commencement Agreement attached hereto as Exhibit "D". If Tenant is granted early occupancy, Tenant shall be bound by and subject to all of the terms and conditions of this Lease (except payment of Rent which shall commence when provided in the Basic Lease Provisions), and Tenant will not interfere with Landlord in the completion of Landlord's Work (if any). EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE AND TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY ACKNOWLEDGES THAT (I) LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE, AND (II) ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

B. If Landlord encounters delays in Delivery of Possession of the Demised Premises to Tenant, this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay. If the delay in possession is caused by Tenant or any of Tenant's agents, contractors, or employees (including, without limitation, delays caused by Tenant's failure to supply the information referred to in the following sentence) (a "Tenant Delay"), then the date of Landlord's delivery of the Demised Premises to Tenant shall be deemed to be the date such delivery would have occurred but for such delay.

C. Tenant, by entering into possession of the Demised Premises, shall be conclusively deemed to have agreed that Landlord up to the time of such possession has performed all of its obligations hereunder and that the Demised Premises are in satisfactory condition as of the date of such possession.

D. In the event Delivery of Possession occurs on the Commencement Date set forth in the Preamble to this Lease, then: (i) if the Delivery of Possession is on a day other than the first day of a calendar month, the term of this Lease shall be deemed amended (hereinafter called the "revised term") by adding thereto the number of all-inclusive days between the Commencement Date set forth in the Preamble to this Lease and the last day of the calendar month in which the Delivery of Possession occurs; (ii) the commencement date set forth in the Preamble to this Lease shall be deemed amended to conform to the Delivery of Possession; and (iii) the Termination Date set forth in the Preamble to this Lease shall be deemed amended to conform to the revised Term; provided, however, that Landlord may elect otherwise by giving Tenant notice thereof within thirty (30) days after the Delivery of Possession, in which event the Commencement Date shall be deemed to be the same day as the Delivery of Possession but the Termination Date set forth in the Preamble to this Lease shall remain the same and the term of this Lease, as also set forth in said Preamble, shall be adjusted accordingly. The parties agree that within thirty (30) days after any such notice from Landlord, they shall, at the request of either, execute, acknowledge and deliver an instrument setting forth the revised Term, the Commencement Date and the Termination Date.

E. If Tenant is doing any initial alterations or improvements to the Premises, ("Tenant's Work") it is expressly agreed and understood that Tenant shall provide Landlord with a Certificate of Occupancy upon completion of the work. In the event the Tenant fails to provide Landlord with a Certificate of Occupancy, this shall constitute an event of default and Landlord may pursue all cumulative remedies permitted by law and permitted under the covenants of this Lease.

F. Tenant, at its sole cost and expense, shall be responsible for the installation, maintenance, repair and operation of Tenant's; (1) telecommunication equipment, (2) telecommunication transmission lines, (3) data transmission lines, (4) associated electronic equipment and (5) cabling, (said equipment and transmission lines shall hereinafter be referred to

as "Tenant's telecommunication equipment"). Tenant shall further, at its sole cost and expense, be responsible to obtain all permits, licenses, and all other approvals required in connection with the installation, maintenance, operation and use of Tenant's telecommunications equipment. In connection with the installation of telecommunication equipment by Tenant, such installation shall occur only in such locations and in such a manner as approved in writing by the Landlord and none of such wires, ducts or equipment shall be located in areas outside the Demised Premises. Notwithstanding the foregoing, Tenant may install wires and cables in risers and ducts outside the Demised Premises which are in existence on the date of this Lease and for which there exists, in Landlord's sole discretion, adequate space for Tenant's wires and cables provided that Tenant adequately labels and identifies such wires and cables as belonging to Tenant. In Landlord's sole discretion, Landlord may require Tenant to, at its sole cost and expense, remove upon termination of this Lease, all data/telecommunications cabling, and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling. The obligations contained in the preceding sentence shall survive expiration or early termination of the Lease. Subject to the terms of this Lease, and subject to Tenant obtaining Landlord's prior consent, and which shall not be unreasonably withheld or delayed, and subject to Landlord's receipt of a signed agreement from Tenant's telecommunication provider, in form and substance required by landlord, Tenant shall have the right, at Tenant's sole cost and expense, to bring to the Demised Premises such fiber optic cabling as Tenant shall desire for Tenant's business operations at the Demised Premises. Landlord shall reasonably cooperate with Tenant, at Tenant's sole cost and expense, in connection with Tenant's securing access to the fiber optic cabling of Tenant's choice. The Tenant's indemnities contained in this Lease shall extend to and apply to any installation of fiber optic cabling to the Demised Premises.

7. USE OF PREMISES.

A. The premises shall be used and occupied only for the permitted use described in the Preamble to this Lease and for no other use or purpose. Tenant shall not use or permit the use of the premises or any part thereof in any way which would violate any certificate of occupancy for the Building or the premises, or any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner and Tenant shall not suffer or permit the premises or any part thereof to be used in any manner or anything to be done therein or suffer or permit anything to be brought into or kept in the premises which, in the reasonable judgment of Landlord, shall in any way impair the character, reputation or appearance of the Building as a first-class office building, impair or interfere with any of the Building services or the proper and economic heating, cleaning, air-conditioning or other servicing of the Building or the premises, or impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building.

B. If any governmental license or permit (other than the certification of occupancy required to be obtained by Landlord pursuant to Article 6 hereof) shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the premises, and if the failure to secure such license or permit would, in any way,

affect Landlord, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the terms and conditions of each such license or permit.

C. Notwithstanding anything to the contrary, should Tenant's use require upgrades to the Building and or Demised Premises, Tenant shall be responsible for all costs for said upgrades to meet code requirements.

D. If by reason of failure of Tenant to comply with the provisions of this Lease, including, but not limited to, the manner in which Tenant uses or occupies the premises, the insurance rates shall at the commencement of the term or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all insurance premiums thereafter paid or incurred by Landlord, which shall have been charged because of such failure or use by Tenant, and Tenant shall make such reimbursement upon the first day of the month following the billing to Tenant of such additional cost by Landlord.

8. REPAIRS, REPLACEMENTS, ALTERATIONS.

A. Tenant shall take good care of the Demised Premises and the fixtures and appurtenances therein. Tenant shall make, at its own expense, all repairs and replacements required to keep the Premises and fixtures in good working order and condition except: (i) structural repairs; (ii) repairs required to be made by Landlord pursuant to Article 13 hereof; and (iii) such repairs as may be required of Landlord in furnishing the services specified in Article 10 hereof. Tenant shall maintain, at its own expense, all light bulbs, fluorescent tubes and lighting fixtures in the Demised Premises, including all component parts such as starters, ballasts, lenses or grills. All repairs made by Tenant shall be at least equal in quality to the original work. Tenant shall not make any installations, alterations, additions or improvements in or to the Demised Premises without first obtaining Landlord's written consent thereto (which consent may be arbitrarily withheld with respect to any proposed structural or mechanical alterations or additions), and shall make the same and all repairs only between such hours and by such contractors or mechanics as may be supplied or approved by Landlord. Notwithstanding anything to the contrary contained herein, Tenant shall be required to utilize the contractors designated by Landlord with respect to any electrical, plumbing, sprinkler, fire protection and/or HVAC work which Tenant desires to perform in and to the premises. All alterations, decorations, installations, additions or improvements upon the Demised Premises made by either party, including, but not limited to, paneling, partitions, railings and the like (except Tenant's movable fixtures and furniture, and data, telecommunications, telephone and computer cabling and/or wiring shall remain Tenant's property and Tenant shall remove the same), shall, unless Landlord elects otherwise (by notice in writing to Tenant given not less than twenty (20) days prior to the expiration or other termination of this Lease or of any renewal or extension thereof) become the

property of Landlord and shall remain upon, and be surrendered with, said premises, as a part thereof, at the end of said term or renewal term, as the case may be. If Landlord shall elect otherwise, then Tenant shall remove, at its expense, such alterations, installations, additions or improvements made by Tenant upon the premises as Landlord shall specify, and Tenant shall repair and restore the premises to its original condition at Tenant's sole expense prior to the Termination Date. Prior to performing any alterations, improvements, and additions to the Premises Tenant shall obtain all permits and approvals for the performance of such work, including a building permit, and deliver a copy thereof to Landlord. All work in the Premises shall be performed in a good and workmanlike manner using quality materials, in compliance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, and at Tenant's sole and exclusive risk and cost. On completion of any alterations, improvements, and additions, Tenant shall close out all permits and promptly deliver to Landlord, final lien waivers from the general contractor and all subcontractors and material suppliers, and to the extent applicable, "AS BUILT" plans together with CAD plans.

B. If, because of any acts or omission of Tenant or anyone claiming through or under Tenant, any mechanic's or other lien or order for the payment of money shall be filed against the Demised Premises, the Land or the Building, or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, cause the same to be canceled and discharged of record within twenty (20) days after the date of filing thereof, and shall also indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses or damages, including reasonable counsel fees, resulting therefrom or by reason thereof.

C. In the event Tenant makes any repairs, replacements, or alterations in or to the Demised Premises, any contractors or subcontractors employed by Tenant shall employ only such labor as will not result in jurisdictional disputes with any labor unions or strikes against or involving Landlord or the Building. Subject to the provisions of Article 8A hereof, Tenant will inform Landlord, in writing, of the names of contractors and/or subcontractors Tenant proposes using to do work in its behalf within the Building at least seven (7) days prior to the beginning of any permitted work. Landlord reserves the right to reject any and all of the proposed contractors and/or subcontractors. In the event of any strike or dispute, Tenant will cause any persons involved in such work to leave the Demised Premises immediately after receipt of notice from Landlord demanding the same.

9. TENANT COVENANTS. Tenant covenants and agrees that Tenant will:

A. Faithfully observe and comply with the Rules and Regulations annexed hereto as Exhibit B and such additional reasonable Rules and Regulations as

Landlord hereafter at any time or from time to time may make and may communicate in writing to Tenant, which, in the reasonable judgment of Landlord, shall be necessary or desirable for the reputation, safety, care or appearance of the Land and the Building, or the preservation of good order therein, or the operation, maintenance or safekeeping of the Land and the Building, or the equipment thereof, or the comfort of tenants or others in the Building; provided, however, that: (i) in the case of any conflict between the provisions of this Lease and any such Rules and Regulations, the provisions of this Lease shall control; (ii) nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant; and (iii) Landlord shall not be liable to Tenant for any violation of the Rules and Regulations by any other tenant, its servants, employees, agents, visitors, invitees, subtenants or licensees.

B. Permit Landlord and any mortgagee of the Building or of the Building and the Land or of the interest of Landlord therein and any lessor under any ground or underlying lease, and their representatives, to enter the premises at all reasonable hours, for the purposes of inspection, or of making repairs, replacements or improvements in or to the premises or the Building or equipment, or of complying with any laws, orders, and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with the compliance with any such laws, orders or requirements to keep and store within the premises all necessary materials, tools and equipment). Nothing herein contained, however, shall be deemed or construed to impose upon Landlord or any mortgagee of Landlord's interest in the Land and/or the Building, any obligation, responsibility or liability whatsoever for the care, supervision or repair of the premises or the Building or any parts thereof other than as herein provided.

C. Not bring or keep in the premises any property other than such as might normally be brought upon or kept in the premises as an incident to the reasonable use of the premises for the purposes herein specified.

D. Not violate, or permit the violation of, any reasonable conditions imposed by Landlord's insurance carriers, and not do anything or permit anything to be done, or keep anything or permit anything to be kept, in the premises, which would increase the insurance rates on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as reasonably determined by Landlord.

E. Permit Landlord, during Business Hours, within the twelve (12) month period next preceding the termination date with respect to all or any part of the premises, to show the same to prospective new tenants.

F. Quit and surrender the premises at the expiration or earlier termination of the term in broom clean and in as good condition as ordinary wear and reasonable use will permit, except for damages caused by fire or other casualty, and, subject to Landlord's exercise of the election provided in Article 8 hereof, with all installations, alterations, additions and improvements, including partitions which may have been installed by either of the parties upon the premises (except that Tenant's movable fixtures and furniture, data, telecommunications, telephone and computer cabling and/or wiring, shall remain Tenant's property, and Tenant shall remove the same). Tenant's obligations to observe and perform this covenant shall survive the said expiration or earlier termination of this Lease.

G. At any time and from time to time upon not less than ten (10) days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord, or to anyone Landlord shall designate, a statement of Tenant (or if Tenant is a corporation, an appropriate officer of Tenant) in writing certifying that: (i) Tenant has accepted the premises, has made no advancements for or on behalf of Landlord for which it has the right to deduct from or offset against future rentals as of the date of certification and the dates to which rent has been paid in advance, if any; (ii) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (iii) all improvements have been completed by Landlord in accordance with plans and specifications approved by Tenant and Tenant is in full and complete possession thereof; (iv) Tenant has not discharged or used and does not discharge or use any hazardous or toxic substance or waste at the Demised Premises or at Landlord's property of which the Demised Premises are a part; and (v) whether or not, to the best knowledge of the signer of such certificate, Landlord is in default in the performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge; it being intended that any such statement delivered pursuant hereto may be relied upon by any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage of the Building and/or the Land or of Landlord's interest therein.

H. Indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporations, arising from the conduct or management of or from any work or thing whatsoever done by or on behalf of Tenant in or about the Demised Premises as well as from the use and occupancy of the premises by Tenant, and further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred by reason of any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against

Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord.

I. Not place this Lease on record without the prior written consent of Landlord. At the request of Landlord, Tenant will execute a memorandum of lease for recording purposes containing references to such provisions of this Lease as Landlord, in its sole discretion, shall deem necessary.

J. Indemnify, defend and hold Landlord harmless from and against any and all liability, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, counsel fees incurred in the defense of any action or proceeding) to which Landlord may be subject or suffer by reason of Tenant's having had dealings with respect to the premises or this Lease with any real estate agent or broker, other than Broker named herein.

K. During the Term hereof, maintain and deliver to Landlord (i) "All Risk" or "Special Forms" property insurance against fire, theft, vandalism, malicious mischief, sprinkler leakage and such additional perils as are now, or hereafter may be, included in a standard extended coverage endorsement from time to time in general use in the State of New Jersey upon property of every description and kind owned by Tenant and or under Tenant's care, custody or control located on the Premises for which Tenant is legally liable or installed by or on behalf of Tenant, including by way of example and not by way of limitation, furniture, fixtures, fittings, equipment, installations and any other personal property in an amount equal to the full replacement cost thereof and (ii) commercial general liability and property damage insurance policies (with respect to the Premises, in which Landlord, Tenant and Landlord's managing agent, mortgagee and/or ground lessor, if required, shall be named as additional insureds, for a minimum of Three Million (\$3,000,000.00) Dollars per occurrence, combined single limit for coverage purposes only, with no obligation on the part of Landlord, Landlord's mortgagee and/or ground lessor to pay premiums. Such policy or policies shall be in such form and with such insurance companies as shall be reasonably satisfactory to Landlord with provision for at least ten (10) days' notice to Landlord of cancellation and shall include a cross liability endorsement. Tenant shall deliver to Landlord, on or before the Commencement Date and at least thirty (30) days before the expiration of any such policy, either a duplicate original or a certificate of insurance or all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment of the premiums thereof. If such premiums shall not be so paid and/or the policies or certificates therefor shall not be so delivered, then Landlord may procure and/or pay for the same and the amounts so paid by Landlord shall be added to the installment of rent becoming due on the first of the next succeeding month and shall be collected as Additional Rent hereunder.

10. LANDLORD'S SERVICES. Provided Tenant is not in default under any of the covenants, terms, conditions or provisions of this Lease, beyond the expiration of any applicable notice and cure period provided herein, Landlord shall furnish the following services:

A. Air cooling during "Business Hours" on "Business Days" (as those terms are hereinafter defined) when, in the reasonable judgment of Landlord, it may be required for the comfortable occupancy of the Demised Premises. At other times during Business Days and Business Hours, Landlord shall provide ventilation for the Demised Premises. Tenant at all times agrees to cooperate fully with Landlord and to abide by all regulations and requirements which Landlord may reasonably prescribe for the proper functioning and protection of its heating, air-conditioning and ventilation systems. Landlord shall have free access to any and all mechanical installations of Landlord, including, but not limited to, air-conditioning, fans, ventilating and machine rooms and electrical closets, and Tenant agrees that there shall be no construction of partitions or other obstructions which might interfere with Landlord's full access thereto, or interfere with the moving of Landlord's equipment to and from the enclosures containing said installations. Tenant agrees that Tenant, its agents, employees or contractors shall not at any time enter the said enclosures or tamper with, adjust, touch or otherwise in any manner affect such mechanical installations.

B. Automatic operator less elevator facilities during Business Hours on Business Days and at least one (1) elevator available at all other times.

C. Heat, when and as required by law, on Business Days during Business Hours.

D. Janitorial Services for the Demised Premises as described on Exhibit A-1, provided the same are kept in reasonable order by Tenant. Tenant shall pay to Landlord the cost of removal from the Building of any of Tenant's refuse and rubbish which exceeds the refuse and rubbish usually attendant upon the use of such premises as offices. Bills for the same shall be rendered by Landlord to Tenant and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid, as additional rent. Alternatively, Tenant shall use Landlord's contractors or employees, at the option of Landlord, for the removal of such excess rubbish and refuse and Tenant agrees to pay reasonable charges therefore.

E. Cold and hot water at standard Building temperatures for all public lavatories, and ordinary drinking, cleaning, sanitary and lavatory purposes. The maintenance, repair and/or replacement of any hot water system for any private lavatory or pantry shall be at Tenant's sole cost and expense.

F. (1) Electric current, with the understanding, however, that the Fixed Rent described in the Preamble to this Lease does not include the cost of

electricity consumed by Tenant in the Demised Premises and Tenant shall, in addition to such Fixed Rent, be required to pay the Electric Energy Charge as a condition for the furnishing by Landlord of electric current to the Demised Premises. Such Electric Energy Charge shall be paid, as additional rent, in monthly installments together with Fixed Rent commencing on the Commencement Date and throughout the term of this Lease.

(2) Tenant shall make no substantial alterations or additions to the electric equipment and/or appliances utilized as at the time of the Commencement Date without first obtaining the written consent of Landlord. If any additional or substituted equipment and/or appliances are installed, or Tenant increases the use of electrical current in the Demised Premises, then Landlord may require an electrical survey to be made in accordance and Tenant shall reimburse Landlord, as additional rent, for the reasonable fees and expenses of the electrical consultant.

(3) If Landlord's electric rates shall be increased or decreased, the Electric Energy Charge shall be increased or decreased in the same proportion. For the purposes hereof, energy adjustment charges, fuel adjustment charges, and any other charge of, or factor upon which, the public utility company supplying electricity fixes or determines charges or rates, shall be deemed included in determining and computing the "rate" or charges for such electric current. If any tax or other charge is imposed upon Landlord's receipt from the sale or resale of electric energy to Tenant by any federal, state or municipal authority, Tenant covenants and agrees that, where permitted by law, Tenant's pro rata share of such taxes or other charges shall be passed on to and paid by Tenant to Landlord. At the option of Landlord, Tenant agrees to purchase from Landlord, all light bulbs, fluorescent lighting fixtures, starters, ballasts, lenses and grills used in the premises, and to pay the cost of installation thereof.

(4) It is understood and agreed by Tenant that the Electric Energy Charge set forth in the Preamble to this Lease and any adjustments thereto as described in this paragraph F are based on the use of electric current in the Demised Premises during Business Hours on Business Days, as defined in this Lease.

(5) Landlord shall not in any way be responsible or liable to Tenant at any time for any loss, damage or expense resulting from any change in the quantity or character of the electric service or for its being no longer suitable for Tenant's requirements or from any cessation or interruption of the supply or current, nor shall any such loss, damage or expense, or non-supply of electric service or current in any way affect the tenancy or in any way relieve Tenant of any obligation under the terms of this Lease.

(6) Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity provided by Landlord. Tenant shall make no changes, alterations, additions, substitutions (hereinafter collectively called

“changes”) to any risers, conduits, meters, panel boxes, switch gear, wiring, and any other part of the electric service without the express prior written consent of Landlord. Any changes requested by Tenant shall be sent in writing to Landlord, and if, in the sole judgment of Landlord, such changes will not cause or create a dangerous or hazardous condition or damage or injury to the Building, or entail excessive or unreasonable alterations or repairs, or interfere with or disturb other tenants or occupants and/or the service then or thereafter to be supplied to tenants or occupants, Landlord will, at the sole cost and expense of Tenant, make such changes. Tenant covenants and agrees to pay Landlord for such costs and expenses, as additional rent hereunder, upon the rendition of a bill indicating the amount due therefore.

(7) Landlord reserves the right to terminate the furnishing of electricity to the Demised Premises at any time, upon not less than ninety (90) days’ written notice to Tenant, in which event, Tenant may make application directly to the utility company servicing the Building for Tenant’s entire separate supply of electric current, and Landlord shall permit its wires and conduits, to the extent available and safely capable, to be used for such purpose. Any meters, risers or other equipment or connections necessary to enable Tenant to obtain electric current directly from such utility company shall be installed at Tenant’s sole cost and expense in compliance with all applicable laws, ordinances and regulations and requirements of insurance companies and fire underwriters. No alterations, modifications or changes shall be made by Tenant to any meters, risers or other equipment or connections in the Building electric current in a manner which would cause damage to the Building or interfere with the use, enjoyment, occupancy or possession of the Building by Landlord and its other tenants. Rigid conduit only, or such other type as may be specified by Landlord, will be allowed. Landlord, upon the expiration of the time set forth in the aforesaid notice to Tenant, may discontinue furnishing the electric current, in which latter event, Tenant’s liability for the Electric Energy Charge provided for in this Lease shall terminate as of the date of discontinuance of the supplying of electric current, but this Lease shall otherwise remain in full force and effect. Unless required by law, however, Landlord shall not discontinue furnishing electricity to the Demised Premises until after Tenant shall have made arrangements to obtain its electricity directly from the utility company supplying the Building unless Tenant shall have failed to act with due diligence in making such arrangements.

G. Electrical lighting, cleaning and maintenance of the common areas of the Building and the Land.

H. (1) Tenant acknowledges that Landlord is required to furnish electricity, elevators, water, air-conditioning, heat, ventilation, Building maintenance and other facilities and services (hereinafter collectively called “building services”) only during Business Hours (as hereinafter defined). If Tenant uses the premises outside Business Hours (hereinafter called “extra hours”), Landlord shall provide building

services to Tenant provided that: (i) Tenant pays to Landlord, as additional rent, a special charge (hereinafter called "extra hours charge"); and (ii) Tenant's request for the same shall be received by Landlord prior to 2:00 P.M. on the day on which extra hours service is required after Business Hours on weekdays, prior to 2:00 P.M. on the day preceding any required extra hours service before Business Hours on weekdays, and prior to 2:00 P.M. of the prior Business Day if extra hours service is required before or after Business Hours on a Saturday, Sunday or holiday.

(2) The extra hours charge shall be a standard hourly rate which Landlord shall determine and may adjust from time to time, based upon the actual cost of providing and maintaining building services and electric current for a minimum four (4) hour period, inclusive of overhead, depreciation and such other expenses as are customarily incurred in the operation, maintenance and safekeeping of a first-class office building.

I. The term "Business Days", as used in this Lease, shall mean Monday to Friday, between 6:30 A.M. and 7:00 P.M., inclusive, and Saturday from 8:00 A.M. to 1:00 P.M., excluding all days observed by the state or federal governments (hereinafter called "holidays"). Tenant shall, however, have access to the premises twenty-four (24) hours a day, seven (7) days a week, but Landlord shall not be required to furnish building services other than during Business Hours on Business Days unless Tenant has requested the same in accordance with section H(1) hereof.

J. The term "Business Hours", as used in this Lease, shall mean all times between 8:00 A.M. and 6:00 P.M. on Monday to Friday, inclusive, excluding holidays, and Saturday from 8:00 A.M. to 1:00 P.M., excluding holidays.

K. Landlord reserves the right, without being liable to Tenant and without abatement or diminution in rent, to suspend, delay or stop any of the building services to be furnished and provided by Landlord under this Lease whenever necessary by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty or accident, lack or failure of sources of supply of labor or fuel (or inability in the exercise of reasonable diligence to obtain any required fuel), acts of God or the public enemy, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or with the laws, orders or regulations of any governmental authority, or by reason of any other cause beyond Landlord's control, or for emergency, or for inspection, cleaning, repairs, replacements, alterations, improvements or renewals which in Landlord's reasonable judgment are desirable or necessary to be made. Landlord agrees, however, to use its best efforts and to act with all due diligence to restore or have restored any services which may be suspended, delayed or stopped pursuant to this paragraph K.

L. Tenant shall be permitted to have, at Landlord's sole cost and expense: (i) one (1) listing on the directory located in the lobby of the Building of which

the Demised Premises are a part; and (ii) at Tenant's sole cost and expense, one (1) sign outside the entrance to the Demised Premises. Tenant shall be permitted to list the name of Tenant and any approved assignee or subtenants; it being understood and agreed by Tenant: (a) that no listing other than the name of Tenant shall be deemed to grant such party any right or interest in this lease, and the same shall not be deemed or construed as a consent by Landlord to a subletting or assignment or unauthorized occupancy of the Demised Premises by such other party, except as otherwise specifically provided herein; and (b) any changes and/or additions to such listings or entrance sign (if consented to by Landlord and to the extent then available) shall be at Tenant's sole cost and expense.

11. ASSIGNMENT, SUBLETTING, ETC.

A. Tenant, for itself, its heirs, executors, administrators, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor underlet, or suffer or permit the Demised Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance. The sale or transfer of stock control, if Tenant be a corporation, or the sale or transfer of partnership control, if Tenant be a partnership, or the sale or transfer or membership control, if Tenant be a limited liability company, shall be deemed an assignment of this Lease, unless: (i) such sale or transfer is made to a publicly owned corporation; or (ii) it involves the sale or issuance of securities registered under the Securities Act of 1933, as amended; or (iii) it is made amongst the existing stockholders, partners or members of Tenant; or (iv) it results from the death of a stockholder, partner or member of Tenant. If this Lease be assigned, or if the Demised Premises or any part thereof be underlet or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, undertenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of all covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting, nor shall the same release or discharge Tenant from any liability, past, present or future, under this Lease, and Tenant shall continue fully liable in all respects hereunder.

B. If Tenant intends to and has entered into a proposed sublease of the premises or assignment of this Lease, such sublease or assignment shall be subject to the provisions of this Article 11 and Tenant shall send Landlord a written notice (hereinafter called "Tenant's Notice of Intention") advising Landlord of Tenant's intention to finalize the sublease or assignment in accordance with the terms of that instrument and an executed copy of the proposed sublease or assignment. Landlord shall have a period of thirty (30) days after receipt from Tenant of such Notice to elect to terminate this Lease

and the unexpired term hereof (hereinafter called “recapture”) or to advise Tenant that Landlord consents or refuses to consent to such proposed sublease or assignment. In the event Landlord elects to recapture the Demised Premises, Tenant shall vacate and surrender possession of the Demised Premises by not later than the date set forth in Tenant’s Notice of Intention for the date upon which the proposed sublease or assignment (as the case may be) was intended to become effective, which date shall not be prior to forty (40) days nor later than one hundred twenty (120) days after sending of Tenant’s Notice of Intention (hereinafter called the “termination date”). Upon Tenant’s vacating and surrendering possession of the Demised Premises as of the aforesaid termination date in accordance with the terms of this Lease, the unexpired term hereof shall terminate as if said date were the termination date set forth in the Preamble to this Lease.

C. Landlord agrees that if it does not elect to recapture the Demised Premises in accordance with paragraph B hereof, Landlord shall not unreasonably withhold its consent to the proposed sublease or assignment, and in such event, Tenant agrees to pay to Landlord, as additional rent, any amount paid to Tenant by the subtenant or the assignee (including, without limitation, sums paid for the sale or rental of Tenant’s furniture, fixtures, equipment, leasehold improvements or other personal property), as and when received, which is in excess of the Fixed Rent and additional rent reserved and covenanted to be paid by Tenant to Landlord hereunder (and with respect to a sublease of less than the entire premises, at the rate per square foot per annum payable by Tenant hereunder therefore), after Tenant first deducts therefrom, all reasonable out-of-pocket costs and expenses actually incurred and paid by Tenant in connection with such sublease or assignment. Landlord shall not be deemed unreasonable, however, if it refuses to consent to any proposed sublease or assignment: (i) in the event the proposed subtenant or assignee is (a) a tenant, subtenant or other occupant of the Building or any other building owned or controlled by Landlord or an entity affiliated with Landlord, or is a subsidiary or affiliate of any such tenant, subtenant or occupant, or (b) a person or entity with whom Landlord is then negotiating or has negotiated within three (3) months prior to Landlord’s receipt of Tenant’s Notice of Intention; or (ii) if, in the reasonable judgment of Landlord, the business of such proposed subtenant or assignee would (a) not be compatible with the type of occupancy of the Building, or (b) violate any exclusive rights granted to any other tenant in the Building, or (c) increase the use of the facilities of the Building. Landlord may arbitrarily refuse to consent to any proposed sublease of a portion of the premises.

D. It is expressly agreed that Landlord shall have the right to negotiate directly with any proposed subtenant or assignee, whether the identification thereof shall have been disclosed to Landlord by Tenant or others, and Landlord shall have the right to enter into a direct lease with any proposed subtenant, its parent, affiliate or subsidiary, either with respect to the sublet area or any other premises or space in the Building upon such terms and upon such rentals and other provisions or agreements as Landlord elects,

including the same terms and conditions set forth in the proposed sublease or assignment submitted to Landlord with Tenant's Notice of Intention.

E. So long as: (i) Tenant is not in default under this Lease; and (ii) this Lease is in full force and effect, Tenant, without Landlord's prior written consent thereto (but, however, upon prior notice to Landlord) and without being subject to the provisions of paragraph B hereof, shall have the right to assign this Lease or sublet the premises to, or allow the premises to be otherwise occupied by, any parent, subsidiary, affiliate, group or division of Tenant; provided, however, that no such assignment or subletting shall be deemed to relieve it of liability for the full and faithful performance of all the terms and conditions on its part to be performed under this Lease.

F. In the event Tenant assigns this Lease, as permitted by this Article, such assignment shall not be deemed effective or binding on Landlord unless there is delivered to Landlord within five (5) days of the execution of such assignment, a duplicate, executed copy of such assignment and a duplicate, executed copy of an agreement on the part of the assignee, satisfactory to Landlord, to the effect that the assignee agrees to and shall assume all of the obligations on the part of Tenant to be kept, observed and performed pursuant to this Lease. Consent by Landlord to any assignment or sublease shall not, nor shall it be deemed to, relieve or release the subletting Tenant from liability for the full and faithful performance of all the terms, covenants, provisions and conditions required to be performed under this Lease by "Tenant" for the remainder of the term. No oral or verbal assignment, or sublease or receipt by Landlord of any payment of rental or other amounts, or acceptance by Landlord of performance of Tenant's obligations hereunder by any purported assignee or subtenant, shall be deemed a waiver of any obligation of Tenant hereunder.

G. Tenant shall reimburse Landlord for the actual, reasonable attorneys' fees incurred by Landlord in connection with the review of any requested consent for subletting or assignment, and for the preparation or review of any documents or instruments pertaining to the same.

12. LANDLORD'S RIGHTS. Without abatement or diminution in rent, Landlord reserves and shall have the following additional rights:

A. To change the street address and/or the name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building without liability to Tenant, provided that Tenant's use and enjoyment of the premises are not adversely affected thereby.

B. To approve in writing all signs and all sources furnishing sign painting and lettering, drinking water, towels and toilet supplies or other like services

used in the Demised Premises and to approve all sources furnishing cleaning services, painting, repairing and maintenance.

C. To enter the Demised Premises at all reasonable times: (i) upon reasonable telephonic notice for the making of such inspections, alterations, improvements and repairs, as Landlord may deem reasonably necessary or desirable; (ii) for any purpose whatsoever relating to the safety, protection or preservation of the Demised Premises or of the Building; and (iii) to take material into and upon said premises. If a representative of Tenant shall not be personally present to open and permit an entry into the premises at any time when an entry shall be reasonably necessary or permissible hereunder, Landlord or its agents may enter by a master key or may, in cases of emergency, forcibly enter the same without rendering Landlord or its agents liable therefore (provided that, during such entry, reasonable care shall be accorded to avoid damage or injury to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Without incurring any liability to Tenant, Landlord may permit access to the premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, state or federal governments.

D. At any time or times Landlord, either voluntarily or pursuant to governmental requirement, may, at Landlord's own expense, make repairs, alterations or improvements in or to the Building or any part thereof and during alterations, may close entrances, doors, windows, corridors, elevators or other facilities, provided that such acts shall not unreasonably interfere with Tenant's use and occupancy of the premises.

E. To erect, use and maintain pipes, ducts, shafts and conduits in and through the Demised Premises, provided same do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

F. To charge to Tenant any expense, as additional rent, including overtime cost, incurred by Landlord in the event that repairs, alterations, decorating or other work in the premises are made or done after ordinary Business Hours at Tenant's request.

G. If during the last six (6) months of the term or of a renewal term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may enter and alter, renovate, and redecorate the premises without reduction or abatement of rent or incurring any liability to Tenant for compensation.

H. To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building, provided that Tenant's permitted use of the premises shall not be adversely affected thereby.

I. Landlord may exercise any or all of the foregoing rights thereby reserved to Landlord without being deemed guilty of an eviction, actual or constructive, or disturbance or interruption of Tenant's use or possession and without limitation or abatement of rent or other compensation and such acts shall have no effect on this Lease.

13. DAMAGE BY FIRE, ETC.

A. If the entire premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord, and Landlord shall proceed with reasonable diligence to repair or cause to be repaired such damage, and if the premises, or any part thereof, shall be rendered untenable by reason of such damage, the fixed and additional rent hereunder, or an amount thereof apportioned according to the area of the premises so rendered untenable if less than the entire premises shall be so rendered untenable, shall be abated for the period from the date of such damage to the date when the damage shall have been repaired as aforesaid; provided, however, that if Landlord or any mortgagee of the Building and the Land shall be unable to collect the insurance proceeds (including rent insurance proceeds) applicable to such damage because of some action or inaction on the part of Tenant, or the employees, licensees or invitees of Tenant, the cost of repairing such damage shall be paid by Tenant and there shall be no abatement of rent. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture or furnishings or on any fixtures, equipment, improvements, installations or appurtenances made or removable by Tenant as provided in this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same.

B. In case the Building shall be so damaged by such fire or other casualty that substantial alteration or reconstruction of the Building or the premises shall, in Landlord's reasonable opinion, be required (whether or not the premises shall have been damaged by such fire or other casualty), then Landlord may, at its option, terminate this Lease and the term and estate hereby granted by notifying Tenant in writing of such termination within sixty (60) days after the date of such damage. In the event that such a notice of termination shall be given, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the rent payable hereunder shall be apportioned as of such date.

C. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under it by way

of subrogation or otherwise) under fire and extended coverage or standard supplementary “all risks” perils, if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor’s policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its policies will include such a clause or endorsement so long as the same shall be obtainable without extra cost, or if such cost shall be charged therefore so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall notify the other party thereof and of the amount of the extra cost, and the other party shall be obligated to pay the extra cost unless, within ten (10) days after such notice, it elects not to be obligated so to do by written notice to the original party. If such clause or endorsement is not available, or if either party should not desire the coverage at extra cost to it, then the provisions of this paragraph C shall not apply to the policy or policies in question.

14. CONDEMNATION.

A. In the event that any part of the premises or the whole of the Land and the Building shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. In the event that a part of the Land or the Building shall be so condemned or taken, then Landlord (whether or not the premises be affected) may, at Landlord’s option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title. If Landlord does not so elect to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, and the rent payable hereunder shall not be abated. In the event that only a part of the Building shall be so condemned or taken and this Lease and the term and estate hereby granted are not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Building as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

B. In the event of termination in any of the cases hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the termination date of this Lease, and the fixed and additional rent payable hereunder shall be apportioned as of such date.

C. In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Land and the Building (including the premises), Landlord (or the mortgagee of any interest in the Land and/or the Building, if pursuant to the terms of the mortgage, or if pursuant to law, mortgagee is entitled to receive all or a portion of the

condemnation award), shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord or to the mortgagee, as provided above any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof. Tenant shall not be entitled to receive any part of such award from Landlord, the mortgagee, or the condemning authority, except that Tenant shall have the right to assert a claim against the condemning authority for the value of moveable fixtures and equipment installed and paid for by Tenant and for relocation expenses, provided that the payment of any award to Tenant does not diminish the amount which would otherwise be paid to Landlord or the mortgagee by that condemning authority.

D. It is expressly understood and agreed that the provisions of this Article shall not be applicable to any condemnation or taking for governmental occupancy for a limited period.

15. COMPLIANCE WITH LAWS. Tenant warrants and represents to Landlord that Tenant's NAICS Code is the one set forth in the Preamble to this Lease and Tenant covenants and agrees to notify Landlord if such NAICS Code changes in the future. Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or in force, applicable to the premises or any part thereof or to Tenant's use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, order or regulation requiring any structural alteration of or in connection with the premises, unless such alteration is required by reason of a condition which has been created by, or at the insistence of, Tenant, or is attributable to the use or manner of use to which Tenant puts the premises, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. Where any structural alteration of or in connection with the premises is required by any such law, ordinance, rule, order or regulation, and, by reason of the express exception hereinabove contained, Tenant is not under any obligation to make such alteration, then Landlord shall have the option of making such alteration and paying the cost thereof, or of terminating this Lease and the term and estate hereby granted by giving to Tenant not less than thirty (30) days' prior written notice of such termination.

16. DAMAGE TO PROPERTY.

A. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Building's sanitary, electrical, heating, air-conditioning or other similar or dissimilar systems serving, located in, or passing through, the premises, and the damage or defective condition shall be remedied by Landlord with reasonable diligence, but if such damage or defective condition was caused by, or resulted from the use by, Tenant or by the employees,

licensees or invitees of Tenant, the cost of the remedy thereof shall be paid by Tenant, as additional rent, upon the rendition of a bill indicating the amount due therefore.

B. All personal property belonging to Tenant, its servants, employees, suppliers, consignors, customers, licensees, located in or about the Building or Demised Premises shall be there at sole risk of Tenant and neither Landlord nor Landlord's agents shall be liable for the theft, loss or misappropriation thereof nor for any damage or injury thereto, nor shall Landlord be considered the voluntary or involuntary bailee of such personal property, nor for damage or injury to Tenant or any of its officers, agents or employees or to any other persons or to any other property caused by fire, explosion, water, rain, snow, frost, steam, gas, electricity, heat or cold, dampness, falling plaster, sewers or sewage odors, noise, leaks from any part of said Building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of other tenants or occupants of the Building or of any other person.

C. All damage or injury to the premises or to its fixtures, appurtenances and equipment or to the Building, its fixtures, appurtenances or equipment caused by Tenant's moving property in or out of the Building or by installation or removal of furniture, fixtures or other property or from any cause of any kind or nature whatsoever of which Tenant, its servants, employees, agents, visitors or licensees shall be the cause, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense (subject to the provisions of Article 8A hereof), in quality and class at least equal to the original work or installations, and to the satisfaction of Landlord. If Tenant fails to make such repairs, restorations or replacements, the same may be made by Landlord for the account of Tenant and the cost thereof shall be collectible as additional rent or otherwise after rendition of a bill or statement and payable simultaneously with the next monthly installment of rent due and payable hereunder.

17. SUBORDINATION.

A. This Lease is subject and subordinate in all respects to all ground leases and/or underlying leases now or hereafter covering the Land and to all mortgages which may now or hereafter be placed on or affect such leases and/or the Land, the Building, improvements, or any part thereof and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions of and for such ground leases and/or underlying leases and/or mortgages. This paragraph A shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any instrument that Landlord and/or any mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest may request.

B. Tenant agrees, at the election and upon demand of any owner of the Land, or of any mortgagee in possession thereof, or of any holder of a leasehold hereafter affecting the Land, to attorn, from time to time, to any such owner, mortgagee or holder, upon the terms and conditions set forth herein for the remainder of the term of this Lease. The foregoing provisions shall inure to the benefit of any such owner, mortgagee or holder, shall apply to the tenancy of Tenant notwithstanding that this Lease may terminate upon the termination of any such leasehold estate, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to said provisions. Tenant, however, upon demand of any such owner, mortgagee or holder, agrees to execute, from time to time, an instrument in confirmation of the foregoing provisions, satisfactory to such owner, mortgagee or holder, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth herein and shall apply for the remainder of the term of this Lease. Nothing contained in this paragraph B shall be construed to impair any right, privilege or option of any such owner, mortgagee or holder.

C. Tenant agrees that, in the event that the interest of Landlord becomes vested in the holder of any mortgage or in any ground lessor, or anyone claiming by, through or under either of them, then such holder shall not be:

- (1) liable for any act or omission of any prior landlord (including Landlord herein); or
- (2) subject to any offsets or defenses which Tenant may have against any prior landlord (including Landlord herein); or
- (3) bound by any rent which Tenant may have paid for more than the current month to any landlord (including Landlord herein).

D. No alteration or modification of any provision hereof, nor any cancellation or surrender of this Lease shall be valid or binding as against any holder of any mortgage unless the same shall have been approved in writing by such holder, or unless specific provision therefore is set forth in this Lease.

E. Tenant agrees that, upon the request of Landlord, Tenant will execute, acknowledge and deliver such document or instrument as may be requested by the holder of any mortgage on Landlord's interest in the Land and/or the Building confirming or agreeing that this Lease is assigned to such mortgagee as collateral security for such mortgage and agreeing to abide by such assignment, provided that a copy of such assignment has in fact been delivered to Tenant.

18. NOTICES. Any notice, consent, approval, request or demand hereunder by either party to the other party shall be in writing and shall be deemed to have been duly given if: (i) personally delivered, with a receipt provided therefore; or (ii) sent by

registered or certified mail, return receipt requested, with postage prepaid; or (iii) sent by a nationally recognized overnight delivery service, with a receipt provided therefore and charges prepaid, addressed to Landlord at Landlord's address, and to Tenant at Tenant's address, or if the address of such other party for such notices, consents, approvals, requests or demands shall have been duly changed as hereinafter provided, if given, as aforesaid, to such other party at such changed address. Either party may at any time change the address for such notices, consents, approvals, requests or demands by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. If the term "Tenant", as used in this Lease, refers to more than one person, any notice, consent, approval, request or demand given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant. All bills, statements and "building communications" (as hereinafter defined) from Landlord to Tenant may be served by ordinary mail or otherwise delivered to Tenant or left at the premises. For the purpose hereof, the term "building communications" shall be deemed to be any notices not specifically referred to in this Lease which relate to the operation or maintenance of the Building, including amendments to the Rules and Regulations, and is given to all or substantially all of the tenants in the Building. The time of rendition of: (a) any bill, statement or building communication shall be deemed to be the time when the same is left at the premises; and (b) the giving of any other notice, consent, approval, request or demand shall be deemed to be the time when same is delivered to Landlord or Tenant if personally delivered, upon receipt or rejection of receipt if deposited in a U.S. Postal Service facility, or the next Business Day if deposited with an overnight delivery service, respectively, as the case may be.

19. CONDITIONS OF LIMITATION. This Lease and the term and estate hereby granted are subject to the limitation that if prior to or during the term of this Lease:

A. Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant and such involuntary petition is not dismissed within sixty (60) days after the filing thereof; or

B. a petition is filed by or against Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, unless such petition under said reorganization provisions be one filed against Tenant which is dismissed within sixty (60) days after its filing; or

C. Tenant shall file a petition under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import; or

D. a permanent receiver, trustee or liquidator shall be appointed for Tenant or of or for the property of Tenant, and such receiver, trustee or liquidator shall not have been discharged within sixty (60) days from the date of his appointment; or

E. Tenant shall default in the payment of any rent payable hereunder by Tenant to Landlord on any date upon which the same becomes due, and such default shall continue for ten (10) days after Landlord shall have given to Tenant a written notice specifying such default; or

F. Tenant shall default in the due keeping, observing or performance of any covenant, agreement, term, provision or condition of this Lease on the part of Tenant to be kept, observed or performed, and if such default shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a written notice specifying the same, or, in the case of such a default which for causes beyond Tenant's control cannot with due diligence be cured within said period of thirty (30) days, if Tenant (i) shall not, promptly upon giving of such notice, advise Landlord in writing of Tenant's intention to duly institute all steps necessary to remedy such default, or (ii) shall not duly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same, or (iii) shall not remedy the same within a reasonable time after the date of the giving of said notice by Landlord; or

G. any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm, association or corporation other than Tenant except as expressly permitted under Article 11 hereof, or whenever Tenant shall desert or abandon the premises or the same shall become vacant (whether the keys be surrendered or not and whether the rent be paid or not); or

H. any other lease held by Tenant from Landlord shall expire and terminate (whether or not the term thereof shall then have commenced) as a result of the default by Tenant thereunder, then, in any of said cases, Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of five (5) days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) shall expire and terminate upon the expiration of said five (5) days with the same effect as if that day were the date hereinbefore set for the expiration of the term of this Lease, but Tenant shall remain liable for damages as provided in Article 21 hereof. If the term "Tenant", as used in this Lease, refers to more than one person, then, as used in paragraphs A, B, C, D and G hereof, said term shall be deemed to include all of such persons or any one of them; if any of the obligations of Tenant under this Lease is guaranteed, the term "Tenant", as used in said paragraphs, shall be deemed to include also the guarantor or, if there be more than one guarantor, all or any one of them; and if this Lease shall have been assigned, the term "Tenant", as used in said paragraphs, shall be deemed to include the assignee and the assignor or either of them under any such

assignment unless Landlord shall, in connection with such assignment, release the assignor from any further liability under this Lease, in which event the term "Tenant", as used in said paragraphs, shall not include the assignor so released.

20. RE-ENTRY BY LANDLORD.

A. If Tenant shall default in the payment of any rent payable hereunder by Tenant to Landlord on any date upon which the same becomes due, and if such default shall continue for ten (10) days after Landlord shall have given to Tenant a written notice specifying such default, or if this Lease shall expire and terminate as provided in Article 19 hereof, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter into or upon the premises, or any part thereof, either by summary dispossess proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefore, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered", as used in this Lease, are not restricted to their technical legal meanings. In the event of any termination of this Lease under the provisions of Article 19 hereof, or in the event that Landlord shall re-enter the premises under the provisions of this Article or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossess or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the rent payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 21 hereof.

B. In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

C. In the event of: (i) the termination of this Lease under the provisions of Article 19 hereof; or (ii) the re-entry of the premises by Landlord under the provisions of this Article; or (iii) the termination of this Lease (or re-entry) by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as advance rent, Security or otherwise, but such monies shall be credited by Landlord against any rent due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Article 21 hereof or pursuant to law.

21. DAMAGES.

A. In the event of any termination of this Lease under the provisions of Article 19 hereof or in the event that Landlord shall re-enter the premises under the provisions of Article 20 hereof or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossession or other proceeding or action or any provision of law, Tenant will pay to Landlord as damages, at the election of Landlord, either:

(1) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the excess, if any, of (i) the aggregate of all rent which would have been payable hereunder by Tenant had this Lease not so terminated for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the date hereinbefore set for the expiration of the full term hereby granted, over (ii) the aggregate of all rent of the premises for the same period based upon the then local market rental value of the premises; or

(2) sums equal to the aggregate of all rent which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the premises, payable upon the due dates therefore specified herein following such termination or such re-entry and until the date hereinbefore set for the expiration of the full term hereby granted; provided, however, that if Landlord shall re-let all or any part of the premises for all or any part of said period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the reasonable expenses incurred or paid by Landlord in terminating this Lease or of re-entering the premises and of securing possession thereof, as well as the reasonable expenses of re-letting, including altering and preparing the premises for new tenants, brokers' commissions and all other similar or dissimilar expenses properly chargeable against the premises and the rental therefrom in connection with such re-letting, it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining term of this Lease; provided, further, that, (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, (ii) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this section (2) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit, and (iii) if the premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting.

B. For the purposes of paragraph A hereof, the amount of additional Fixed Rent which would have been payable by Tenant under Article 4 hereof for each

lease year and/or tax year (as those terms are herein defined) ending after such termination of this Lease or such re-entry shall be deemed to be an amount equal to the amount of such additional Fixed Rent payable by Tenant for the lease year and/or tax year (as the case may be) ending immediately preceding such termination of this Lease or such re-entry. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been terminated under the provisions of Article 19 hereof, or under any provision of law, or had Landlord not re-entered the premises.

C. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

22. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that, except in the case of any action, proceeding or counterclaim brought by either of the parties against the other for personal injury or property damage, the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.

23. TENANT'S INDEMNITY AND NON-LIABILITY OF LANDLORD.

A. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's managing agent, mortgagee and/or ground lessor from and against any and all claims, demands, costs, expenses, damages, liabilities, fines, proceedings, orders, decrees and judgments of any kind by, or in favor of, anyone whomsoever for, or in connection with, any accident, injury or damage caused to any person or property arising directly in connection with the possession, use, occupancy, management, repair, maintenance, or control of the Demised Premises, including adjoining sidewalks, or any portion thereof, or that arise from or are in connection with any negligent act or omission of Tenant or Tenant's agents, employees, contractors or licensees or, within the Demised Premises invites, or result from any default, breach, violation or nonperformance of this Lease or any provision hereof by Tenant, or that result from injury to person or property or loss of life sustained in the Demised Premises.

B. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining the Demised Premises, or any part thereof, or for any loss or damage resulting to Tenant or its property from water, gas, steam, fire, or the bursting, stoppage or leaking of pipes.

C. Landlord shall not be responsible or liable to Tenant or any of its employees, guests, invitees, agents or contractors for any loss or damage that may be occasioned by the presence of Hazardous Substances, bacteria, viruses or other communicable diseases, unless Landlord has actual knowledge thereof and is the cause of the condition.

D. If any provision of this Lease provides, expressly or implicitly, that Landlord shall not unreasonably withhold or delay any consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for, money damages, nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based on any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

E. Landlord's approval given in connection with any plans, specifications, sign designs, signs, or other drawings (herein individually and collectively called "Submissions") submitted under this Lease shall not constitute an opinion or agreement by Landlord that said Submission (or the Alterations, signs, or improvements which will result therefrom) are in compliance with any or all governmental requirements pertaining thereto, nor shall such approval impose any present or future liability on Landlord, or constitute.

24. LEASE CONTAINS ALL AGREEMENTS. This Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the premises hereunder, and Landlord has not made and is not making, and Tenant, in executing and delivering this Lease is not relying upon, any warranties, representations, promises, or statements, except to the extent that the same may expressly be set forth in this Lease.

25. NO WAIVERS.

A. No receipt, acceptance or deposit of money by Landlord from Tenant with knowledge of the breach of any covenant or agreement of this Lease, or after the termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Demised Premises, shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

B. No delay on the part of Landlord or Tenant in exercising any right, power or privilege hereunder or to seek redress for violation of, or to insist upon strict performance of any covenant or condition of this Lease, or of any of the Rules and Regulations, shall operate as a waiver thereof nor shall any single or partial exercise of

any right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

C. No act done or thing said by Landlord or Landlord's agents shall constitute a cancellation, termination or modification of, or eviction or surrender under, this Lease, or a waiver of any covenant, condition or provision hereof, nor relieve Tenant of Tenant's obligation to pay the rent hereunder. Any acceptance of surrender, waiver or release by Landlord and any cancellation, termination or modification of this Lease must be in writing signed by Landlord, by its duly authorized representative. The delivery of keys to any employee or agent of Landlord shall not operate as a surrender or as a termination of this Lease, and no such employee or agent shall have any power to accept such keys prior to the termination of this Lease.

D. Tenant hereby expressly waives service of any notice of Landlord's intention to re-enter. Tenant hereby further waives any and all rights to recover or regain possession of the Demised Premises or to reinstate or to redeem the Lease as permitted or provided by or under any statute, law or decision now or hereafter in force and effect.

E. No failure by Landlord to enforce any of the Rules and Regulations against Tenant and/or any other tenant or occupant of the Building shall be deemed a waiver thereof. No provision of this Lease shall be deemed waived by Landlord unless such waiver is in writing signed by Landlord.

F. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated and reserved shall be deemed to be other than on account of the earliest stipulated rent then due and payable, nor shall any endorsement or statement on any check, or letter accompanying any rent check or payment be deemed an accord and satisfaction, and Landlord may accept the same without prejudice to Landlord's right to recover any balance due or to pursue any other remedy in this Lease provided.

26. PARTIES BOUND. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 11 hereof shall operate to vest any rights in any successor, assignee or legal representative of Tenant and that the provisions of this Article 25 shall not be construed as modifying the conditions of limitation contained in Article 19 hereof. It is understood and agreed, however, that the covenants and obligations on the part of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building, that in the event of such transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of Landlord herein named, but only with respect to the period ending with a

subsequent transfer of such interest, and that a lease of the entire interest shall be deemed a transfer within the meaning of this Article.

27. CURING TENANT'S DEFAULTS. If Tenant shall default in the performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in a case of emergency and in any other case if such default continues after the expiration of the applicable grace period provided for in Article 19 hereof or if an emergency exists. Bills for any expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including, but not limited to, reasonable counsel fees, involved in collecting or endeavoring to collect the rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including, without being limited to, any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by Landlord to Tenant, including, without being limited to, electric lamps and other equipment, construction work done for the account of Tenant, as well as for any charges for any additional building services incurred under Article 10 hereof and any charges for other similar or dissimilar services incurred under this Lease, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of said bills, and if not paid when due, the amounts thereof shall immediately become due and payable as additional rent under this Lease.

28. MISCELLANEOUS.

A. If in connection with obtaining financing for the Building, a bank, insurance company or other recognized institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially decrease the obligations of Landlord hereunder. In addition thereto, Tenant shall furnish to any mortgagee or proposed mortgagee of the Building, copies of Tenant's latest financial statements duly certified by an independent certified public accountant, or if no such certified statement is available, then such statements shall be certified by the President of Tenant.

B. Tenant shall not be entitled to exercise any right of termination or other option granted to it by this Lease, nor be entitled to request Landlord's consent or approval to any matter or thing hereunder, at any time when Tenant is in default in the performance or observance of any of the covenants, agreements, terms, provisions or conditions on its part to be performed or observed, beyond the expiration of any applicable notice and cure period provided herein.

C. Tenant shall not sublet, take by assignment, or otherwise occupy any space in the Building other than the premises hereby demised, except with the prior written consent of Landlord in each instance (which consent may be arbitrarily withheld by Landlord).

D. If this Lease is offered to Tenant by the managing agent of the Building, such offer is made solely in the capacity as such agent and subject to Landlord's acceptance and approval, and Tenant has executed this Lease upon the understanding that this Lease shall not in any way bind Landlord until such time as the same has been approved and executed by Landlord and a counterpart delivered to or received by Tenant.

E. The laws of the State of New Jersey shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

F. Whenever a neutral singular pronoun refers to Tenant, same shall be deemed to refer to Tenant if Tenant be an individual, a corporation, a partnership or two or more individuals or corporations.

G. The term "Landlord", as used in this Lease, shall mean the owner for the time being of the Building, and if such Building be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Lease subsequent to such sale or transfer, and it shall be deemed, without further agreement between the parties hereto and their successors, that the purchaser on such sale has assumed and agreed to carry out all covenants and obligations of Landlord arising on and after such sale or transfer.

H. The term "office" or "offices", wherever used in this Lease, shall not be construed to mean premises used as a store or stores, or permit the use of the premises for the sale, display, or auction at any time, of goods, wares or merchandise of any kind, or as a restaurant, banking facility, shop, booth, bootblack, or other stand, barber shop, beauty parlor or for manufacturing or for any similar uses.

I. The words "herein", "hereof", "hereunder", "hereafter" and words of similar import refer to this Lease as a whole and not to any particular section or subdivision thereof.

J. (1) Whenever Landlord's consent or approval is required under this Lease, Landlord agrees that such consent or approval shall not be unreasonably withheld or delayed at such times as Tenant is not in default in the performance of any of its obligations under this Lease, beyond the expiration of any applicable notice and cure period provided herein. This section (1) shall not apply to any provision in this Lease which expressly permits Landlord to arbitrarily withhold its consent or approval.

(2) If in this Lease, it is provided that Landlord's consent or approval as to any matter will not be unreasonably withheld, and it is established by a court or body having final jurisdiction there over that Landlord has been unreasonable, the only effect of such finding shall be that Landlord shall be deemed to have given its consent or approval; it being understood and agreed that in no event, shall Landlord be liable to Tenant in any respect for money damages by reason of withholding its consent.

(3) In no event will Landlord be liable to Tenant for consequential, exemplary, special or punitive damages which may be incurred by Tenant under this Lease (including, without limitation, lost profits and loss of business).

K. Tenant agrees to pay all of Landlord's costs, expenses, expert witness fees, reasonable attorney's fees and court costs incurred in enforcing the covenants and agreements in the Lease or incurred by Landlord in enforcing this Lease or otherwise incurred by Landlord in defending against any and all claims brought by Tenant against Landlord. All such costs, expenses, expert witness fees, reasonable attorneys' fees and court costs shall be considered additional rent.

L. Tenant will maintain all "Confidential Information" in confidence and will not disclose such information to any other party without Landlord's prior written consent. "Confidential Information" includes the terms of this Lease, any amendments, extensions, renewals or modifications hereto, addenda, or exhibits and any and all information whether in oral, written or other form, which is communicated by Landlord to Tenant relating to Tenant's occupancy of the Premises. "Confidential Information" may be released to the Tenant's employees, partners, consultants, prospective purchasers and lenders who have a reasonable need for such "Confidential Information" provided that such individuals agree to maintain the confidential nature of the information, and may also be released to any governmental entity, agency or department who requests such information from Landlord or requires Landlord to furnish such information or as may be otherwise required by law. Tenant agrees to take all steps reasonably necessary to protect the secrecy of the "Confidential Information", and to prevent the "Confidential Information" from falling into the public domain or into possession of any other unauthorized persons, including other tenants of Landlord. In the event the Tenant disseminates the "Confidential Information" to other parties, Tenant will be liable for all damages resulting therefrom. The "Confidential Information" shall be held in secrecy and shall remain binding upon, inure to the benefit of, and be enforceable by the Landlord, its successors, and assigns and Tenant's compliance with "Confidential Information" shall survive the expiration or earlier termination of this Lease.

M. The parties covenant, warrant and represent to each other that there was no broker instrumental in consummating this Lease other than "Broker," and that no conversations or prior negotiations were had with any broker or any other person concerning the renting of the Premises other than "Broker". Landlord shall pay "Broker" a commission in connection with this Lease pursuant to a separate agreement. Each party

agrees to indemnify, defend and hold the other party harmless against a breach by it of the foregoing representation.

It is expressly agreed and understood that Landlord has a leasing agreement with Raider Realty, a licensed New Jersey Real Estate Broker. Raider Realty's leasing commission, without a third party broker, is three (3%) percent of the aggregate value of this Lease. In the event the services of a third party broker are involved in connection with this Lease, Raider Realty's leasing commission is one (1%) percent of the aggregate value of this Lease. It is expressly agreed and understood that any and all leasing commissions and or brokerage commissions may, at Landlord's discretion be charged to Tenant as a separate line item, or be included as part of Operating Costs pursuant to this Lease.

N. Tenant shall be entitled to twenty-four (24) hour, seven (7) day a week access to the Demised Premises, but this shall not be construed as authorization to make use of the Building services beyond the Building Hours without reimbursing the Landlord for the cost thereof, and shall be subject to any governmental or municipal laws and regulations with respect to said twenty-four (24) hour, seven (7) day a week access. Tenant shall obtain said access by means of a key or other similar means to be provided by Landlord to afford access to the Building.

O. Tenant will be provided with two (2) proximity cards at no cost to Tenant that will allow secure and restricted access to the main entrance of the Building. Additional proximity cards will be issued to Tenant on a limited basis with a required cost of \$40.00 per card.

29. INABILITY TO PERFORM. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease (other than an obligation or condition requiring the making of any payment hereunder including Fixed Rent or additional rent) by any declared state of emergency or public health emergency, epidemic pandemic (including, without limitation, COVID-19), government mandated quarantine or travel bans, government mandated closures, strike, lockout, labor dispute, inability to obtain labor or materials or reasonable substitutes therefor, Act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party (herein "Force Majeure"), then the time to perform such obligation or satisfy such condition shall be extended for a period equal to the duration of the delay caused by such event. If either party shall, primarily as a result of any such event, be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of the delay caused by such event.

30. ABANDONED PERSONAL PROPERTY. Tenant agrees, at its sole cost and expense, to remove all personal property (other than any fixture, equipment,

improvement, installation or appurtenance of the character referred to in Article 8 hereof), from the premises or any part thereof on or before the expiration or termination of the term of this Lease. If Tenant fails to remove such personal property on or before the expiration or sooner termination of this Lease, Tenant shall be deemed to be holding over in accordance with the provisions of Article 34 hereof. Notwithstanding the foregoing, however, such personal property shall, at Landlord's option, be deemed to have been abandoned, and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit. If such personal property or any part thereof shall be sold by Landlord, Landlord may receive and retain the proceeds of such sale as Landlord's property.

31. EXCULPATION. Notwithstanding anything to the contrary set forth in this Lease, it is specifically understood and agreed by Tenant that there shall be absolutely no personal liability on the part of Landlord or on the part of the partners of Landlord with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the equity, if any, of Landlord in the Land and the Building for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord; such exculpation of personal liability to be absolute and without any exception whatsoever.

32. ARTICLE HEADINGS. The Article headings of this Lease are for convenience only and are not to be considered in construing the same.

33. QUIET ENJOYMENT. Landlord covenants that if, and so long as, Tenant is not in default with respect to the performance of the terms and conditions on its part to be performed under this Lease, beyond the expiration of any applicable notice and cure period provided herein, Tenant shall quietly enjoy the premises without hindrance or molestation by Landlord or by any other person lawfully claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and to any ground leases and/or underlying leases and/or mortgages, extensions, renewals, modifications, alterations and substitutions thereof, to which this Lease is now and may hereafter be subject and subordinate, as hereinbefore set forth.

34. HOLDING OVER. If Tenant retains possession of the Demised Premises or any part thereof after the termination of the term by lapse of time or otherwise, without prior written approval of Landlord, Tenant shall pay Landlord Fixed Rent at double the rate specified in Article 3 hereof, together with additional rent and other charges as provided herein, for the time Tenant thus remains in possession, and, in addition thereto, shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. If Tenant remains in possession of the Demised Premises, or any part thereof, after the termination of the term by lapse of time or otherwise, such holding over shall, at the election of Landlord expressed in a written notice to Tenant and not otherwise, constitute an extension of this Lease on a

month-to-month basis at double the monthly rental set forth in Article 3 hereof, together with additional rent and other charges as provided herein. The provisions of this Article 34 do not exclude Landlord's rights of re-entry or any other right hereunder.

35. TENANT RELOCATION. Landlord shall have the right at any time and from time to time during the term of this Lease, to substitute, instead of the Demised Premises, other space located anywhere in the Building, containing the same amount of, or more or less rentable square footage than the rentable square footage of the Demised Premises (but in no event, however, less than ninety (90%) percent of the rentable square footage of the Demised Premises) (hereinafter called the "Substitution Space"). Landlord shall exercise such right by giving Tenant at least thirty (30) days' written notice specifying the effective date of such substitution of the Substitution Space, whereupon, as of such effective date:

A. The description of the Demised Premises set forth in this Lease shall, without further act on the part of Landlord or Tenant, be deemed amended so that the Substitution Space shall be deemed to be the Demised Premises under this Lease, and all of the terms, covenants, conditions and provisions and agreements of this Lease shall continue in full force and effect and apply to the Substitution Space, except that if the Substitution Space contains more or less rentable square footage than the rentable square footage of the original Demised Premises: (i) the Fixed Rent set forth in the Preamble to this Lease shall be increased or decreased appropriately, as the case may be, based upon the Fixed Rent per square foot per annum of the original Demised Premises then in effect (provided, however, that in the event the Substitution Space contains more rentable square footage than the rentable square footage of the original Demised Premises, such rental increase shall not exceed ten (10%) percent of the rental immediately preceding such increase); and (ii) Tenant's Percentage set forth in the Preamble to this Lease shall be increased or decreased appropriately, as the case may be.

B. Tenant shall move from the original Demised Premises into the Substitution Space on or before the effective date stated in Landlord's notice and shall vacate and surrender possession to Landlord of the original Demised Premises. If Tenant continues to occupy the original Demised Premises after the effective date stated in Landlord's notice, such occupancy shall constitute an event of default under this Lease, and in any event, if Tenant continues to occupy the original Demised Premises after such effective date, then during the period of such occupancy, Tenant shall pay rent for the original Demised Premises at the rate set forth in this Lease, in addition to the rent for the Substitution Space at the rate herein provided.

C. Tenant shall be deemed to have accepted possession of the Substitution Space in its "as-is" and "where-is" condition as of the effective date stated in Landlord's notice, and Tenant agrees to so accept the Substitution Space. If Landlord exercises the aforesaid right, Landlord shall reimburse Tenant for Tenant's actual and reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, supplies,

telephones and telephone equipment from the original Demised Premises to the Substitution Space, but Tenant shall not be compensated, and Landlord shall not be liable for any inconvenience to Tenant or for any interruption of Tenant's business. In addition, Landlord shall reimburse Tenant for Tenant's actual and reasonable out-of-pocket expenses of reprinting Tenant's stationery of the same quality and quantity of Tenant's stationery supply on hand immediately prior to the effective date stated in Landlord's notice, except if Tenant's address is not changed, Landlord shall have the right, in its discretion, to designate new suite numbers and letters so that Tenant's address in the Substitution Space may be the same as that of the original Demised Premises.

D. Tenant shall have the option to require Landlord to alter the Substitution Space in substantially the same manner as the original Demised Premises were altered. Such option shall be exercised, if at all, by written notice from Tenant to Landlord within five (5) days after Landlord's notice as aforesaid; otherwise, such option in favor of Tenant shall be null and void. In the event Tenant exercises the aforesaid option, Landlord shall have a reasonable time following the effective date, to so alter the Substitution Space. If Tenant requests materials or installations in the Substitution Space other than those originally installed by Landlord in the original Demised Premises, or if Tenant shall make any changes in the work, Landlord's written consent thereto shall be required and Tenant shall pay to Landlord, if Landlord so gives its consent, the extra costs of any such materials, installations or changes in the work as an item of "Work Cost". Landlord, in its discretion, may substitute materials of like quality for the materials originally utilized in performing such work.

36. CONFIDENTIALITY: Tenant will maintain all "Confidential Information" in confidence and will not disclose such information to any other party without written consent. "Confidential Information" includes the terms of this Lease and any and all information whether in oral, written or other form, which is communicated by Landlord to Tenant relating to Tenant's occupancy of Premises. "Confidential Information" may be released to the Tenant's employees, partners, consultants, prospective purchasers and lenders who have a reasonable need for such "Confidential Information" provided that such individuals agree to maintain the confidential nature of the information, and may also be released to any governmental entity, agency or department who requests such information from Landlord or requires Landlord to furnish such information or as may be otherwise required by law. Tenant agrees to take all steps reasonably necessary to protect the secrecy of the "Confidential Information", and to prevent the "Confidential Information" from falling into the public domain or into possession of any other unauthorized persons, including other Tenants of Landlord. In the event the Tenant disseminated the "Confidential Information" to other parties, Tenant will be liable for all damages resulting thereof. This "Confidential Information" shall be held in secrecy and shall remain binding upon, inure to the benefit of, and be enforceable by the Landlord, its successors, and assigns and Tenants compliance with "Confidential Information" shall survive the expiration or earlier termination of this Lease.

37. INTENTIONALLY OMITTED.

38. OFAC. Without limiting the general requirements under this Lease for Tenant to comply with applicable laws, to the extent applicable to Tenant and/or its operations, Tenant shall comply with all (i) regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury which are applicable to Tenant or any occupant of the Premises, (ii) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and (iv) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

39. COUNTERPARTS. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Landlord and Tenant hereby acknowledge and agree that electronic signatures, including execution using Adobe Sign, DocuSign, or other signature generating software or signatures transmitted by electronic mail in so-called "pdf" format, shall be legal and binding without the need to deliver an original of this Agreement. Landlord and Tenant (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of electronic signatures.

(NO FURTHER TEXT – SIGNATURES FOUND ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Landlord and Tenant have executed or caused to be executed, these presents, as of the date first hereinabove set forth.

WITNESS:

SPRINGFIELD PLAZA ASSOCIATES,
LLC, a New Jersey limited liability
company (Landlord)

By: _____
Name: _____

By: _____
Name: David Gardner
Title: Managing Member

WITNESS:

UNION COUNTY EDUCATIONAL
SERVICES COMMISSION, a
_____ (Tenant)

By: _____
Name: _____

By: _____
Name: Eric Larson
Title: Business Administrator/Board
Secretary

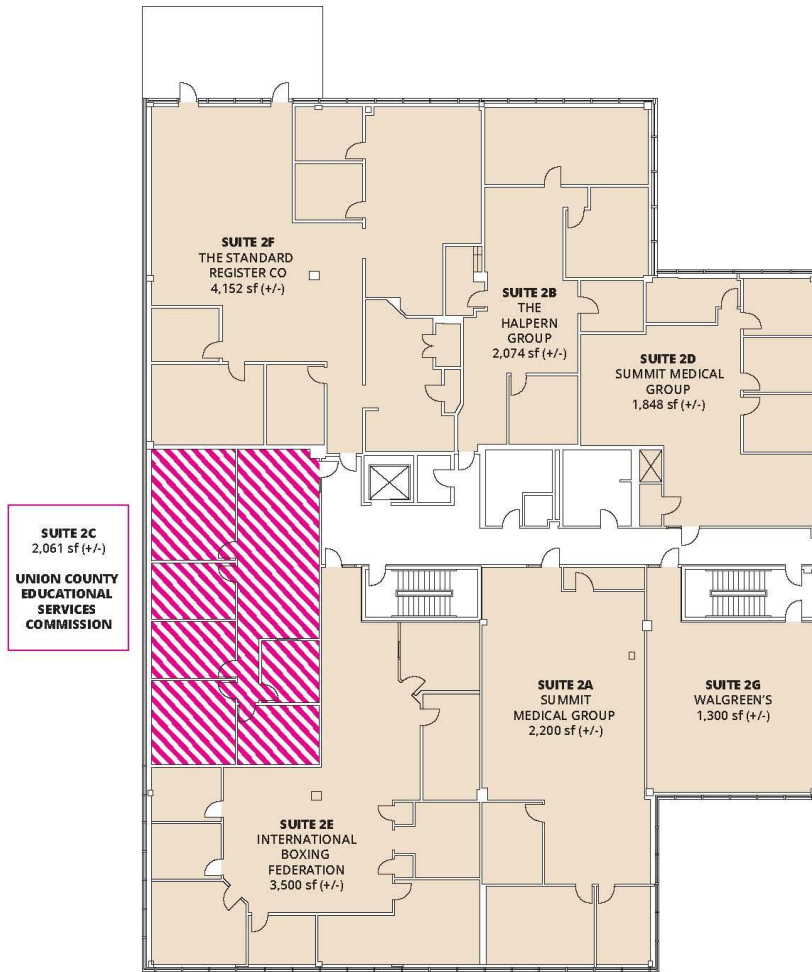
EXHIBIT A

LEASE PLAN

ECHO EXECUTIVE PLAZA

899 Mountain Avenue | Springfield | Union County | New Jersey

EXHIBIT "B" - DEMISED PREMISES



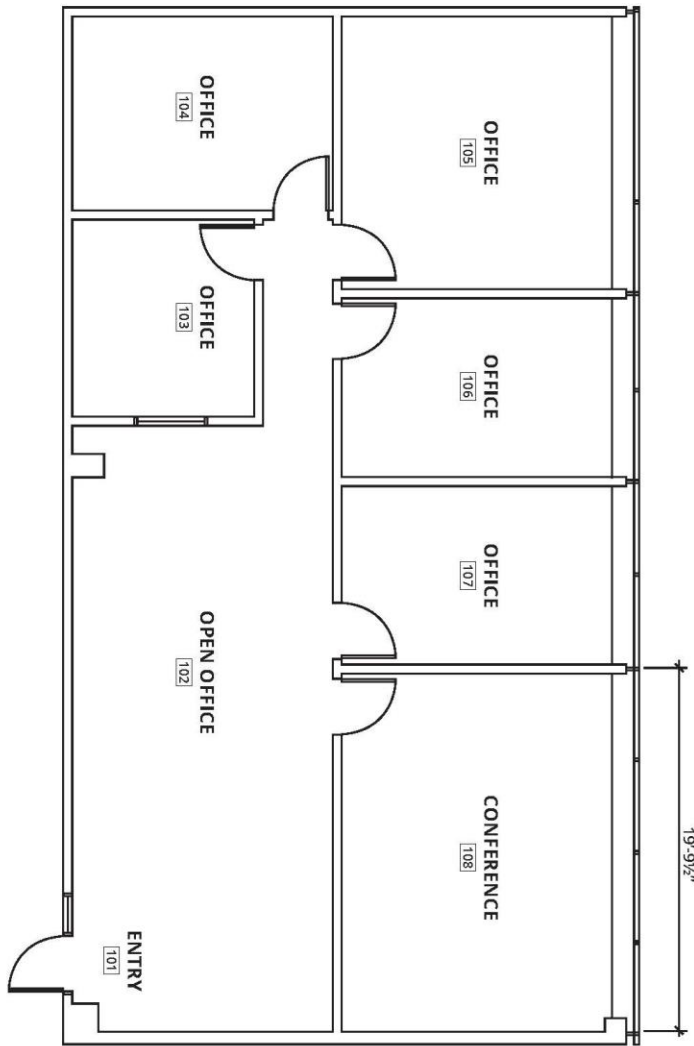
SECOND FLOOR: 17,135 sf (+/-)

This plan is for presentation only and may not reflect final dimensional, structural, decoration and furnishing details. All dimensions are approximate and are subject to errors and omissions. 6/22

A

EXHIBIT A1
DEMISED PREMISES

ECHO EXECUTIVE PLAZA
899 Mountain Avenue | Springfield | Union County | New Jersey



SUITE 2C: 2,061 sf (+/-)

This plan is for presentation only and may not reflect final dimensional, structural, decoration and furnishing details. All dimensions are approximate and are subject to errors and omissions. 7/15

EXHIBIT B

RULES AND REGULATIONS

Tenant agrees that at all times during the Term of this Lease it shall comply with the following rules and regulations, provided that to the extent of any conflict or inconsistency between the Lease and these rules and regulations, the Lease shall control:

1. Keep the Demised Premises and all show windows and signs and any loading dock and other areas allocated for the sole use of Tenant in good, neat and clean condition.
2. Keep its display windows and illuminated signs electrically lighted during such periods of time as may from time to time be required by Landlord of substantially all other retail businesses in the Center.
3. Furnish to Landlord in writing the license numbers of the vehicles of Tenant and its employees.
4. Remain open for business during the regular Center business hours as, from time to time, as may be reasonably established by Landlord.
5. Load and unload its merchandise, equipment and supplies, and remove its rubbish only by way of the service road and service doors designated for Tenant's use. All garbage, refuse and rubbish shall be kept in such containers as are specified by Landlord, said containers shall be kept closed at all times, and shall be placed outside of the Demised Premises prepared for collection, in the manner and at the times, and places specified by Landlord and shall be removed at Tenant's expense by a contractor approved by Landlord. Landlord reserves the right, at Tenant's sole cost, to provide scavenger services for the removal of garbage, refuse and rubbish from the Demised Premises.
6. Not permit any act or practice which may tend to injure the Demised Premises or the building of which the Demised Premises form a part or its equipment or be a nuisance to other tenants; nor keep merchandise on or obstruct the sidewalks or areas outside of the Demised Premises; nor conduct or permit any fire, bankruptcy, auction or going-out-of-business sale; nor burn any rubbish in or about the Demised Premises; nor change the exterior color of the Demised Premises or the color, size, illumination or location of any sign previously approved by Landlord; nor install or employ any exterior lighting, shades, awnings or advertising device.
7. Maintain membership in any tenants' organization sponsored by Landlord for the tenants of the Center and pay all reasonable dues determined by the members of that organization.
8. Not install radio or television or other similar device without, in each instance, Landlord's prior consent in writing. No aerial or other device for receiving radio or television programs shall be erected on the roof or exterior walls of the Demised Premises, or within the Center without, in each instance, the written consent of Landlord. Any aerial or other device so installed without such written consent shall be subject to removal without notice at any time.
9. Not use loudspeakers, television receivers, phonographs, radios or other devices in a manner so that the same or any of them are heard or seen outside of the Demised Premises.
10. Keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
11. Keep the outside areas immediately adjoining the Demised Premises clean and free from snow, ice, dirt and rubbish, and not place or permit any obstructions or merchandise in any of such areas.
12. Not use nor permit the use of the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and from expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by tenant, who shall, or whose employees, agents or invitees shall have caused it. Any sink to be used for washing pots, pans, glasses or dishes must have a grease trap

of sufficient size and it must be properly maintained on a regular basis. Any violation which results in clogged drains will be cleaned at Tenant's expense. Any grease surcharge assessed by the local municipality will be shared by all food related establishments in the Center.

13. Use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require, provided that the cost thereof is competitive with like contractors in the area of the Center. Tenants of food related establishments must contract for monthly insect and rodent extermination from a fully licensed exterminator.

14. Use, at Tenant's cost, such window cleaning and store maintenance contractor as Landlord may direct, provided that the cost thereof is competitive with like contractors in the area of the Center.

15. Not use or permit the use of any portion of the Demised Premises as sleeping or living quarters or for the keeping of any live animals, fish or birds.

16. Not use or permit the use of any pinball machines, electronic games or similar device in its premises.

17. Not conduct any sales on the sidewalks or other portions of the Common Areas of the Center.

18. Not conduct or solicit business in the parking or common areas of the Center, nor shall tenant distribute any handbills or other advertising matter on automobiles parked in the Center.

19. At any time Landlord's lenders request financial statements, Tenant must submit same to Landlord.

20. No buses shall be operated by any Tenant in this Center. No tickets shall be sold for bus trips to Atlantic City or any other destination. Should any tenant wish to charter or otherwise arrange for a bus to be present on the Center property, he must first obtain written permission from the Landlord. The request for permission to have a bus enter the property should contain particulars of the bus' operation noting as to its location of parking, picking up and discharging of passengers, and the like.

21. Any damage caused to the Demised Premises or adjoining units by water spillage will be Tenant's responsibility.

22. There will be no roof penetration without Landlord's written permission.

23. Tenant shall not place or allow the placement of any telephones on the outside of the Demised Premises.

24. Tenant shall not permit any automobiles used or owned by Tenant, its agents, employees or customers to be left in the Common Area of the Center after the normal business hours of the Center, nor permit any "for sale" signs or similar signs on any such cars within the Common Area of the Center.

25. Except for seeing-eye dogs, no animals, birds, bicycles or vehicles shall be brought into or kept in or about the Demised Premises.

26. As a best practice, all tenants are advised to follow [CDC guidance](#), as well as any applicable federal, state and local regulations and guidance regarding social distancing, face coverings, and other measures to protect contractors, occupants and invitees of the Center from exposure to COVID-19. Tenant shall report—in a confidential manner—positive cases of COVID-19 by individuals who have been onsite to Landlord or its managing agent. Landlord shall have the right to notify all tenants occupying space in the Building, including providing information it deems appropriate for contract tracing. Landlord shall also have the right, if required by any Legal Requirements, to notify the state and local health departments.

EXHIBIT C
JANITORIAL SERVICES

A. Nightly Services - Monday through Friday:

1. Empty and clean ash trays.
2. Empty waste baskets.
3. Clean cigarette urns.
4. Remove trash to areas designated.
5. Wipe drinking fountains.
6. Sweep floors.
7. Dust desks and tables.
8. Dust desk accessories not of material value and replace in proper place.
9. Dust cabinets, files, chairs and window sills.
10. Vacuum carpets.

B. Outside Services, as required:

1. Sweep driveways - curbs.
2. Sweep and clean sidewalks.
3. Snow removal from driveways, sidewalks, steps and parking areas.

C. Occasional Service, when necessary:

1. Dust paneling.
2. Dust picture frames.
3. Dust diffusers.
4. High dust door tops, tops of partitions and high ledges.
5. Damp mop floors.

D. Nightly Service - Public Restroom Area - Monday through Friday (on floor(s) leased by Tenant):

1. Sweep, mop and sanitize floors.
2. Clean commodes and toilet seats.
3. Empty and clean towel and sanitary disposal receptacles.
4. Clean urinals.
5. Clean mirrors.
6. Clean sinks.
7. Sanitize plumbing fixtures.

E. Occasional Service - Public Restroom Area (on floor(s) leased by Tenant):

1. High dust walls and ceilings.
2. Completely clean ceramic tile.
3. Replenish soap, toilet tissue and paper towels.
4. Spot clean ceramic wall tiles.

F. Public Areas and Supplemental Service:

1. Wash and wax flooring on stairs, corridors, foyers and elevators, as necessary.
2. Elevator, stairway and utility doors washed with clear water or approved cleanser, as necessary.
3. Dust and clean electric fixtures and fittings in public corridors, foyers, stairways, as necessary.

G. Window Cleaning Services:

1. Exterior windows and glass will be washed inside and outside as required, but not more than four (4) times per year.

H. The Janitorial Services described in this Exhibit shall be deemed all-inclusive and although Landlord, at its sole discretion, reserves the right to provide, from time to

time, additional services, it shall not be required to provide any such additional services, including, without limitation, waxing floors in the premises.

EXHIBIT D

COMMENCEMENT AGREEMENT

AGREEMENT made as of _____, 2022 between the following parties (hereinafter respectively called “Landlord” and “Tenant”):

LANDLORD:

TENANT:

R E C I T A L S

A. By lease (hereinafter, with the amendments thereto, if any, described in Recital B below, called the “Lease”) dated.

Landlord leased to Tenant the premises described in Schedule A annexed hereto and made a part hereof (hereinafter called “Demised Premises”).

B. The Lease has [not] been amended [as follows:].

C. Tenant is now in possession of the Demised Premises.

D. Under Article 6 of the Lease, Landlord and Tenant agreed to execute, acknowledge and deliver to each other duplicate originals of an agreement setting forth, among other things, the date on which the term of the Lease commenced (hereinafter called, and in the Lease defined as, “Commencement Date”), the expiration date of the Initial Term (as such term is defined in the Lease) and the commencement date of the Renewal Periods (as those terms are defined in the Lease).

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date of the Lease, the expiration date of the Initial Term and the commencement and expiration dates of the Renewal Periods are as follows:

- a) Initial Term:
- b) Commencement Date:
- c) Rent Commencement Date:
- d) Expiration Date:
- e) Renewal Period:
- f) Commencement Date:
- g) Expiration Date:

Nothing in this Agreement is intended to change or modify the rights of the parties under this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed the day and year first above written.

WITNESS:

SPRINGFIELD PLAZA
ASSOCIATES, LLC,, a New Jersey
limited liability company

By: _____

Name: _____

Date: _____

By: _____

DAVID B. GARDNER,
Managing Member

WITNESS:

TENANT:

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Title: _____

Tenant's Federal I.D.# _____