

LEASE AGREEMENT

This LEASE AGREEMENT ("**Lease**"), is made as of October 1 2021, by and between Union County College, a New Jersey Community College organized under the provisions of Section 18A of the New Jersey Statutes, having its principal office at 1033 Springfield Avenue, Cranford, New Jersey 07016 ("**Landlord**"), and Union County Educational Services Commission, a political subdivision of the State of New Jersey organized under the Education Laws of the State of New Jersey, having its principal place of business at 45 Cardinal Drive, Westfield, New Jersey 07090 ("**Tenant**" and, together with Landlord, collectively referred to herein as the "**Parties**").

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

1. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

"**Alterations**" shall have the meaning set forth in Section 8(a) hereof.

"**Additional Rent**" shall mean all amounts payable by Tenant under this Lease, other than the payment of Fixed Rent, including those items set forth in Section 4(d) and Section 15(a) hereof.

"**Building**" shall mean the building known as the Health Technologies Building and having the street address of 1776 Raritan Road, Scotch Plains, New Jersey.

"**Building Systems**" shall mean the HVAC Systems and the other mechanical, electrical, plumbing, and life safety systems of the Building.

"**Common Areas**" shall mean the roadways, parking areas, and landscaped areas on the Property, and the entrances, lobby, access ways, hallways, lavatories, and other areas located within the Building or otherwise on the Property that are intended for the common use of all tenants of the Building and their invitees.

"**Default Rate**" shall have the meaning set forth in Section 4(d) hereof.

"**Fixed Rent**" shall mean the payments specified in Section 4 of \$6,000.

"**Hazardous Materials**" shall mean any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

"**Hazardous Materials Laws**" shall mean and include any and all present and future federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court

decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, the Clean Air Act, the Clean Water Act, the New Jersey Spill Compensation and Control Act, the New Jersey Industrial Site Recovery Act, the New Jersey Site Remediation Reform Act, the New Jersey Brownfield and Contaminated Site Remediation Act, the New Jersey Environmental Rights Act, the New Jersey Air Pollution Control Act, the New Jersey Water Pollution Control Act, and any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

"**HVAC Systems**" shall mean the heating, air conditioning, and ventilating systems of the Building.

"**Landlord's Address for Notices**" shall mean the address as provided in the recitals, with a copy to McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attention: Michael M. Horn, Esq.

"**Lease Commencement Date**" shall mean October 1, 2021.

"**Lease Expiration Date**" shall mean no later than October 31, 2021 or such earlier date on which the Term shall sooner end under any of the terms, covenants, or conditions of this Lease or by law.

"**Permitted Use**" shall mean educational instructional usage.

"**Premises**" shall mean the classrooms numbered 336, 337 and 338, conference room 322, and administrative suites numbered 310, 311, 312, 313, 314, 315 and 316, faculty lounge numbered 323, student lounge numbered 328 and breakout spaces numbered 329 and 330 of the third floor of the Building for the period of 8:00 am-4:00 pm. (Exhibit A)

"**Property**" shall mean the Building and the land upon which the Building is located, identified by the street address of 1776 Raritan Road, Scotch Plains, New Jersey, and identified as Block 14001, Lot 9, on the Tax Map of the Township of Scotch Plains.

"**Rent**" shall mean Fixed Rent and Additional Rent, collectively.

"**Rules and Regulations**" shall mean the rules and regulations attached hereto and made a part hereof as Exhibit b, and such other further rules and regulations as Landlord may from time to time adopt on such notice to be given as Landlord may elect.

"**Sublease**" shall have the meaning set forth in Section 13(a) hereof.

"**Tenant Owned Property**" shall have the meaning set forth in Section 8(c) hereof.

"**Tenant Parties**" shall have the meaning set forth in Section 6(b) hereof.

"**Tenant's Address for Notices**" shall mean Tenant's address as provided in the Recitals, with a copy to Tenant's attorney, Eric Harrison, Methfessel & Werbel, P.C., 2025 Lincoln Highway Suite 200, Edison, NJ 08818

"**Term**" shall mean a term of one month ONLY commencing on the Lease Commencement Date and ending on the Lease Expiration Date, which are respectively October 1, 2021 through October 31, 2021.

2. Premises.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, classrooms numbered 336, 337 and 338, conference room numbered 322, and administrative suites numbered 310, 311, 312, 313, 314, 315 and 316, faculty lounge numbered 323, student lounge numbered 328 and breakout spaces numbered 329 and 330 of the third floor of the Building for the period of 8:00 am-4:00 pm. (Exhibit A)

(a) the four classrooms and an administrative suite on the third floor of premises for the Term for the period of 8:00 a.m. to 4:00 p.m for the period of October 1 through October 31, 2021 (the "**Leasing Period**"), with Landlord retaining possession of the Premises during all times other than the Leasing Period.

(b) Tenant shall have the non-exclusive right to use the Common Areas of the Building only as necessary to have ingress to and egress from the Premises. Except as may be otherwise provided expressly in this Lease, Tenant shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, telephone rooms, or any other non-common or non-public area of the Building and the Property.

3. Term. The Term shall commence on the Lease Commencement Date and shall expire on the Lease Expiration Date. This is a one month rental only and no extension of the lease will be given unless confirmed in writing and by mutual consent of the parties.

4. Fixed Rent.

(a) Tenant covenants and agrees to pay a Fixed Rent of \$6,000 in advance on the first (1st) day of the term and without notice, demand, abatement, deduction, counterclaim, setoff, defense or otherwise, in lawful money of the United States, to Landlord at Landlord's address throughout the Term of this Lease as follows:

(b) If the Lease Commencement Date is a day other than the first day of a month, then the Fixed Rent from the Lease Commencement Date until the first day of the following month shall be prorated on a *per diem* basis at the rate of one-thirtieth (1/30th) of the monthly installment of Fixed Rent payable.

(c) In addition to the Fixed Rent to be paid as herein provided, Tenant shall pay, as Additional Rent, the cost of any late charges and interest charges as set forth in subsection (e) below, any insufficient fund charges for bounced checks, any

court costs and reasonable and actual attorneys' fees for enforcing Tenant's obligations under this Lease, and other costs and expenses as specified in Section 15(a). Tenant's obligations to make the payments required by this Section 4(c) as Additional Rent shall survive any termination of this Lease by lapse of time or otherwise.

(d) Any Rent payable by Tenant to Landlord under this Lease that is not paid within ten (10) days after the same is due will be automatically subject to a late payment charge of ten (10%) of the delinquent amount, in each instance, to cover Landlord's additional administrative costs. In addition to the late charge set forth above, Tenant shall also be required to pay interest on all such unpaid sums, at a *per annum* rate equal to Eight percent (8%) ("**Default Rate**") on all such outstanding charges of Rent, with said interest charges, as applicable, to be payable on the first (1st) day of each month throughout the Term of this Lease, without further notice or demand therefor by Landlord. Such late charges and interest will be due and payable as set forth herein and will accrue from the date that such Rent (including late charges and interest) sums are payable under the provisions of this Lease until actually paid by Tenant. The right of Landlord to charge a late charge and interest with respect to past due installments of Rent is in addition to Landlord's rights and remedies upon an Event of Default.

5. Condition of Premises. The Premises are being leased to Tenant in their present, AS-IS, WHERE-IS condition, and Landlord shall have no responsibility to perform any alterations, decorations, additions, improvements or changes whatsoever to prepare same for Tenant's occupancy. Except as expressly set forth herein, neither Landlord nor Landlord's agents or employees have made any representations or promises with respect to the physical condition of the Premises, the Building or the Property. Notwithstanding anything contained to the contrary herein, Tenant's taking of possession of the Premises shall constitute Tenant's acknowledgment that the Premises, the Building and the Property are in good condition.

6. Use of Premises; Compliance with Laws; Hazardous Materials.

(a) The Premises shall be used only for educational instructional usage and for no other purpose. Tenant shall, at Tenant's sole cost and expense, provide security for its students consisting of not less than one (1) security guard. Tenant shall provide maintenance and clean up. Tenant shall provide their own computers, devices, and printers.

(b) Tenant, and Tenant's contractors, agents, servants, employees, attorneys, invitees, and licensees (collectively "**Tenant Parties**"), shall comply with the Rules and Regulations. Landlord may at any time or times hereafter adopt new Rules and Regulations or modify or eliminate existing Rules and Regulations provided they do not unreasonably affect the conduct of Tenant's business in the Premises. Tenant shall have the right to dispute the reasonableness of any additional Rule and Regulation. In the event of any inconsistency between the Rules and Regulations and this Lease, the Rules and Regulations shall control.

(c) Tenant, at Tenant's sole cost and expense, shall comply with and shall cause all of Tenant Parties to comply with all applicable laws, statutes, ordinances, rules, orders, codes, directives, requirements, and regulations of federal, state, county, or municipal governmental and quasi-governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008 (and the regulations promulgated thereunder) applicable to the use or occupancy of the Premises. The foregoing obligation of Tenant shall not, however, permit Tenant to make, without Landlord's prior written approval, any Alterations to the Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making any such Alterations.

(d) Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property; provided, however, Tenant may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Premises, provided such materials are stored and disposed of in accordance with Hazardous Materials Laws. Tenant shall indemnify and hold Landlord, its employees, and agents, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any Tenant Party in or about the Premises, the Building, or the Property, whether before or after the Lease Commencement Date.

(e) Tenant agrees to comply with all Hazardous Materials Laws, including but not limited to the Industrial Site Recovery Act (N.J.S.A. 13:1k-6 et seq.), as same may be amended ("**ISRA**"). Tenant shall not conduct any operations that shall be deemed an "industrial establishment" as defined in ISRA. Tenant also agrees to execute such documents Landlord reasonably deems necessary and to make such applications as Landlord reasonably requires to assure compliance with ISRA. Tenant shall bear all costs and expenses incurred by Landlord associated with any required ISRA compliance resulting from Tenant's use of the Premises, the Property, or the Building including but not limited to state agency fees, engineering fees, clean-up costs, filing fees, and suretyship expenses. As used in this Lease, ISRA compliance shall include a negative declaration or a *de minimis* quantity exemption by the appropriate governmental authority. The foregoing undertaking shall survive the termination or sooner expiration of the Lease and surrender of the Premises and shall also survive sale, lease, or assignment of the Premises, the Property, or the Building by Landlord. Tenant shall immediately provide Landlord with copies of all correspondence, reports, notices, orders, findings, declarations, and other materials pertinent to Tenant's compliance and the New Jersey Department of Environmental Protection's requirements under ISRA as they are issued or received by Tenant.

7. Building and Equipment; Maintenance and Repairs. During Tenant's occupancy of the Premises, Tenant shall keep the Premises in a clean, safe and tenantable condition, and otherwise in accordance with all applicable laws. Landlord's representatives will at all times have access to the premises. Subject to the aforesaid obligations of Tenant, Landlord shall, at Landlord's expense, keep the Premises, Building, Building Systems, and the Property in good repair and condition. Landlord shall supply the following services and utilities:

- (a) Elevator service to the Premises.
- (b) Heat, ventilating, and air conditioning.
- (c) Hot and cold, running, potable water reasonably adequate for Tenant's purposes.
- (d) Electricity for lighting and operating computers, facsimile machines, scanners, and other business equipment.
- (e) Providing, installing, and replacing all necessary light bulbs and tubes.
- (f) Illuminating and maintaining the parking area, walks, and driveways.
- (g) Removing ice, snow and litter from walks, driveways, and parking areas.
- (h) Access to the Premises and the parking area.
- (i) Wireless internet access and local telephone usage.

8. Alterations.

(a) Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Premises (collectively, "**Alterations**") without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

(b) Tenant agrees that all such work, if approved by Landlord, shall be done at Tenant's sole cost and expense and in a good and workmanlike manner, that the structural integrity of the Building shall not be impaired, and that no liens shall attach to all or any part of the Premises, the Building, or the Property by reason thereof. Tenant shall obtain, at its sole expense, all permits required for such work.

(c) All Alterations made by Tenant shall become the property of Tenant, including but not limited to the foregoing Alterations, movable equipment, trade fixtures, personal property, and furniture (collectively, "**Tenant Owned Property**") and shall not become the property of Landlord but shall be removed by Tenant, at Tenant's sole cost and expense, not later than the Lease Expiration Date. Tenant

shall repair at its sole cost and expense all damage caused to the Premises or the Building by the removal of any Alterations that Tenant is required to remove or Tenant Owned Property. Landlord may remove any Tenant Owned Property or Alterations that Tenant is required to but fails to remove at the Lease Expiration Date and Tenant shall pay to Landlord the reasonable cost of removal. Tenant's obligations under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Insurance.

(a) Tenant shall procure at its cost and expense, and keep in effect during the Term, insurance coverage for all risks of physical loss or damage insuring the full replacement value of Alterations and all items of Tenant Owned Property. Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, vandalism, theft or breakage, by falling plaster, by sprinkler, drainage, or plumbing systems, by air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain, or other substances leaking, issuing, or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or by anything done or omitted to be done by any tenant, occupant, or person in the Building, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests.

(b) Tenant shall procure commercial general liability insurance including contractual liability coverage insuring the indemnity obligations assumed by Tenant under this Lease, premises and operations coverage, broad form property damage coverage and independent contractors coverage, and containing an endorsement for personal injury, in minimum amounts of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, with a Two Million Dollar (\$2,000,000) annual aggregate, statutory worker's compensation insurance, and employer's liability insurance covering all of Tenant's employees, and such other coverage as Landlord may reasonably require from time to time. Tenant acknowledges that premises are fully furnished and that tenant will be responsible for all damages made by tenant to property.

(c) Tenant's insurance shall be issued by companies authorized to do business in the State of New Jersey. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford the coverage required by this Section 9. All insurance policies required to be carried by Tenant under this Lease (except for worker's compensation insurance) shall: (i) name Landlord, and any other reasonable number of parties designated by Landlord as additional insureds; (ii) as to liability coverage, be written on an "occurrence" basis; (iii) provide that Landlord shall receive thirty (30) days' notice from the insurer before any cancellation or change in coverage; and (iv) contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Each such policy

shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver reasonably satisfactory evidence of such insurance to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Tenant, Landlord shall have the option, in addition to Landlord's other remedies, to procure such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord. The limits of the insurance required under this Lease shall not limit Tenant's liability.

(d) Landlord, at its cost and expense, has purchased and maintained or will purchase and maintain: (i) a standard policy of "all risk" insurance with customary exclusions covering the Building in the full replacement cost of the Building, together with rent loss insurance and windstorm coverage (on a full replacement cost basis); and (ii) broad form commercial general liability insurance, written by companies authorized to do business in the State of New Jersey.

(e) Landlord and Tenant shall secure an appropriate clause, or an endorsement upon all applicable policies of insurance, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim Tenant or Landlord may have against said third party. Subject to the foregoing sentence, and insofar as may be permitted by the terms of the insurance policies carried by it, and notwithstanding any provision of this Lease to the contrary, Tenant and Landlord hereby release each other with respect to any claim either party shall have against the other which is insured against under any insurance policy that either party carries, or would be insured against if such party carried the insurance required pursuant to this Lease (whether or not such party is, in fact then carrying such required insurance), regardless of whether the act or omission of Tenant or Landlord or their respective agents or employees caused or contributed to such loss.

10. Indemnification.

(a) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all third party claims, losses, costs, liabilities, damages, and expenses including, without limitation, penalties, fines, and reasonable and actual attorneys' fees, to the extent incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises, (ii) any injury or damage caused by Tenant, Tenant Parties, or any person occupying the Premises through Tenant or (iii) a default by Tenant under this Lease.

(b) Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all third party claims, losses, costs, liabilities, damages, and expenses including, without limitation, penalties, fines, and reasonable and actual attorneys' fees, to the extent incurred in connection with or arising from: (i) any injury or damage caused by any negligent or willful acts of Landlord; (ii) the

presence of Hazardous Substances in violation of Hazardous Materials Laws introduced in, on, under, or about the Premises by Landlord or its agents, employees, representatives, or contractors; or (iii) a default by Landlord under this Lease.

(c) The terms of this Section 10 shall survive the expiration or termination of this Lease.

11. Damage and Destruction.

(a) If the Premises or any of the Common Areas are destroyed or damaged by fire or other casualty so that Tenant is unable to occupy the Premises for its Permitted Use and, in Landlord's judgment reasonably exercised within five (5) days after the destruction or damage, repairs cannot be made within the length of the term of the lease, Landlord may terminate this Lease effective as of the date of the damage or destruction by giving Tenant written notice within seven (7) days of the date of the damage or destruction.

(b) If the damage or destruction renders all or part of the Premises uninhabitable or unusable, Fixed Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Premises are delivered to Tenant with Landlord's restoration obligation substantially complete. The extent of the abatement shall be based upon the portion of the Premises rendered uninhabitable or unusable, inaccessible, or unfit for the Permitted Use. In the event building become uninhabitable or unusable, the obligation for rent shall abate and landlord will have no obligation to secure alternate space for tenant.

12. Condemnation.

(a) If all of the Premises are condemned or taken in any permanent manner before or during the Term for any public or quasi-public use, or any permanent transfer of the Premises are made in avoidance of an exercise of the power of eminent domain (each of which events shall be referred to as a "**taking**"), this Lease shall automatically terminate as of the date of the vesting of title due to such taking. If a part of the Premises is so taken, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date of the vesting of title as a result of such taking. If such portion of the Property is taken as to render the balance of the Premises unusable by Tenant for the Permitted Use, as reasonably determined by either Landlord or Tenant, this Lease may be terminated by Landlord or Tenant, as of the date of the vesting of title as a result of such taking, by written notice to the other party given within thirty (30) days following notice to Landlord of the date on which said vesting will occur. If this Lease is not terminated as a result of any taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

(b) Landlord shall be entitled to the entire award for any taking, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in any taking, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant, or the interruption of or damage to Tenant's business.

(c) In the event of a partial taking that does not result in a termination of this Lease as to the entire Premises, Fixed Rent shall be equitably adjusted in relation to the portion of the Premises taken or rendered unusable by such taking.

(d) If all or any portion of the Premises are taken for a limited period of time before or during the Term, this Lease shall remain in full force and effect; provided, however, that Fixed Rent shall abate during such limited period in proportion to the portion of the Premises taken by such taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant, or the interruption of or damage to Tenant's business. Any temporary taking of all or a portion of the Premises which continues for three (3) months shall be deemed a permanent taking of the Premises or such portion.

13. Assignment and Subletting.

(a) Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of law, shall sell, assign, encumber, mortgage, pledge, or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (each such act is referred to as an "**Assignment**"), or sublet the Premises or any portion thereof or permit the Premises to be occupied by anyone other than Tenant (each such act is referred to as a "**Sublease**"), without Landlord's prior written consent in each instance, which consent may be withheld in Landlord's sole discretion. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

14. Tenant's Default. Each of the following events shall be an "**Event of Default**" hereunder:

(a) Tenant's failure to pay when due any Fixed Rent, Additional Rent or other sum, provided, however, that with respect to the first two (2) such failures in any twelve (12) month period to pay Fixed Rent, Additional Rent or other sum,

Tenant shall be afforded, in each instance, a period of five (5) days following Landlord's delivery to Tenant of written notice of such failure to pay, in which to fully cure such failure to pay.

(b) Tenant's failure to perform, obey, or observe the Rules and Regulations attached as Exhibit B and any covenant, condition, agreement, or other obligation of Tenant and such failure continues for a period of ten (10) days after Landlord gives Tenant written notice thereof. Notwithstanding the foregoing, if a cure cannot be effected within the ten (10) day period and Tenant begins the cure and is pursuing such cure in good faith and with diligence, then Tenant shall have such additional time as is reasonably necessary to effect such cure.

(c) The Premises become abandoned (other than in connection with a casualty under Section 11 or a condemnation under Section 12).

(d) Tenant's disorderly conduct that destroys the peace and quiet of the Landlord or the other tenants or occupants at the Premises or in the Building and such conduct continues for a period of five (5) days after Landlord gives Tenant written notice thereof.

(e) Tenant's willful acts causing destruction, damage, or injury to the Premises.

(f) At landlord's option, the occurrence of any of the following:

(i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant or the Premises;

(ii) an assignment by Tenant for the benefit of creditors;

(iii) the filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of ninety (90) days;

(iv) the attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ninety (90) days after the levy thereof;

(v) the filing by Tenant of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Tenant or similar relief;

(vi) if within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, such proceeding shall not have been dismissed; or

(g) the occurrence of any of the foregoing with respect to any guarantor of Tenant's obligations under this Lease.

15. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant that is not cured by Tenant within the applicable grace periods specified in Section 14 above, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(a) The right to terminate the Lease and Tenant's right to possession of the Premises. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, however, to the right of Landlord to recover from Tenant: (i) all Rent and other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later; (ii) the unamortized cost of all improvements to the Premises incurred by Landlord in connection with the Lease; (iii) all Rent remaining to be paid under this Lease; and (iv) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease which amounts shall be considered Additional Rent (in addition to those costs set out in Section 4(d), Additional Rent shall include, without limitation, reasonable and actual attorneys' fees and any other costs and expenses incurred upon any reletting of the Premises). Landlord shall have all the rights and remedies for the collection of Additional Rent as are available to Landlord for the collection of the Fixed Rent pursuant to the terms of this Lease and as permitted by law.

(b) The right to accelerate an amount equal to the sum of (x) all Fixed Rent, Additional Rent and other sums due or which would be due and payable under this Lease from the date of Tenant's default through the date on which the Term would have expired but for Tenant's default, minus (y) any base rent and other customary sums payable as rental which Tenant proves by a preponderance of the evidence would be received by Landlord upon reletting of the Premises and thereafter through the date on which the Term would have expired, but for Tenant's default. The amount determined pursuant to this paragraph (b) shall be discounted using a discount factor of four (4%) percent per annum to then present worth, and the resulting amount shall be paid to Landlord in a lump sum on demand.

(c) Landlord may in its own name, but as agent for Tenant, assign, sublet, or relet the Premises for any period equal to or greater or less than the remainder of the Term hereof for any sum which Landlord may deem reasonable to any lessee Landlord may select, and for any use or purpose which Landlord may designate. With or without terminating this Lease, Landlord may re-enter and take possession of the Premises and the provisions of this Section 15 shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereunder expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the State of New Jersey or by such other proceedings, including re-entry and possession, as may be applicable.

(d) The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

(e) The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.

(f) The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises, to apply any rental collected from the Premises, and to exercise all other rights and remedies granted to Landlord pursuant to this Section.

(g) The right to specific performance of any or all of Tenant's obligations under this Lease and to damages for delay in or failure of such performance.

(h) Whether or not this Lease is terminated at the option of Landlord by reason of Tenant's Event of Default, Landlord shall take all commercially reasonable steps to mitigate damages. If the full rental provided herein plus the costs, expenses, and damages hereafter described shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Fixed Rent and Additional Rent, reasonable and actual attorneys' fees, and the expense of placing the Premises in first-class rentable condition. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof, or any failure to collect any Rent due and/or accrued from such reletting, to the end and intent that Landlord may elect to hold Tenant liable for the Fixed Rent, Additional Rent, and any and all other items of cost and expense which Tenant shall have been obligated to pay throughout the remainder of the Term. Any damages or loss of Rent sustained by Landlord may be immediately recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damages shall have been made more easily ascertainable by successive relettings, or, at Landlord's option, may be deferred until the expiration of the Term, in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of the Term. The provisions contained in this Section 15(h) shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for anticipatory breach of this Lease.

(i) All rights and remedies available to Landlord hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default by Tenant hereunder or of any of Landlord's rights or remedies in connection therewith. Landlord shall not be deemed

to have waived any default by Tenant hereunder unless such waiver is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition, or agreement set forth in this Lease except as to the specific circumstances described in such written waiver. The rights hereunder granted to Landlord shall also be the rights of Tenant in the same manner as hereinabove provided for Landlord.

16. Subordination; Estoppel Certificates.

(a) This Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases that may now exist or hereafter be executed affecting the Property or any portion thereof; (ii) the lien of any mortgage or other security instrument that may now exist or hereafter be executed in any amount for which the Property or any portion thereof, any ground leases or underlying leases, or Landlord's interest or estate therein is specified as security; and (iii) all modifications, renewals, supplements, consolidations, and replacements thereof. The provisions of this Section shall be self-operative and no further instrument shall be required to effect the provisions of this Section.

(b) If any ground lease or underlying lease terminates for any reason or any mortgage, deed of trust, or other security instrument is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant, notwithstanding any subordination, shall attorn to and become the tenant of the successor in interest to Landlord at the option of such successor in interest. If any mortgage, deed of trust, or other security agreement is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure, neither the mortgagee, beneficiary, nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be: (i) liable for any default by Landlord; (ii) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment; (iii) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under this Lease arising from any default by Landlord; or (iv) bound by any amendment or modification to this Lease made without the consent of such mortgagee if the consent of such mortgagee or beneficiary thereto is required.

(c) Within thirty (30) days following a request by Landlord, Tenant agrees to execute any documents reasonably required to effectuate the foregoing subordination or such other reasonable and customary subordination, non-disturbance, and attornment agreement submitted by Landlord to Tenant, which documents may contain such other terms as any mortgagee or prospective mortgagee may reasonably require, or to make this Lease prior to the lien of any mortgage, deed of trust, or underlying lease, as the case may be.

(d) Tenant agrees to simultaneously give to any party holding a mortgage, deed of trust, or other security agreement encumbering the Property, by registered or certified mail, a copy of any notice of default served upon Landlord,

provided Tenant has been notified in writing of the names and addresses of such mortgagee(s) and such parties shall have the same cure rights as Landlord has under this Lease.

(e) Tenant, at any time and from time to time, within thirty (30) days after written request from Landlord, shall execute, acknowledge, and deliver to Landlord, addressed to Landlord and any prospective purchaser, ground or underlying lessor, or mortgagee or beneficiary of any part of the Property, an estoppel certificate in form and substance reasonably designated by the Landlord. It is intended that any such certificate may be relied upon by the Landlord and any prospective purchaser, investor, ground or underlying lessor, or mortgagee or deed of trust beneficiary of all or any part of the Property.

17. End of Term; Holding Over.

(a) No later than the Lease Expiration Date, Tenant shall remove its Tenant Owned Property (except as otherwise provided herein) and will peaceably yield up the Premises in broom clean condition. Notwithstanding the foregoing, Tenant shall not be responsible: (i) to repair the effects of normal wear and tear; (ii) for damage which is Landlord's responsibility to repair; (iii) for damage by fire, the elements, or casualty (not caused by Tenant or any Tenant Party); and (iv) for damage which is the result of the misconduct or negligence of Landlord, its contractors, agents, employees, or invitees.

(b) If Tenant shall hold over after the Lease Expiration Date, then such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month, and Tenant shall pay one hundred fifty (150%) of the Rent payable during the final full month of the Term (exclusive of abatements, if any) and Tenant's occupancy shall otherwise be on the terms and conditions herein specified so far as applicable. No holding over by Tenant after the Term shall operate to extend the Term. Any holding over without Landlord's written consent shall entitle Landlord to re-enter the Premises as provided in Section 15, and to enforce all other rights and remedies provided by law or this Lease. Notwithstanding anything to the contrary elsewhere in this Lease, if Tenant fails to so vacate and surrender the Premises upon the Lease Expiration Date or earlier termination of the Term in the condition required by this Lease then, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including litigation costs and attorneys' fees) based on, arising out of, or in any way relating to such failure (directly or indirectly, in whole or in part), including, without limiting the generality of the foregoing, loss of future rents and any claims made by any succeeding tenant as a consequence of such failure. Tenant's indemnification obligations set forth herein shall survive the Lease Expiration Date or earlier termination of this Lease.

18. Signs. Tenant may place its standard signs within the Premises with approval of landlord's representatives. Tenant shall not place on the exterior of the Premises

(including exterior surfaces of doors and both interior and exterior surfaces of windows), or any signs, symbols, advertisements or items of a similar nature. Landlord will not unreasonably withhold or delay its consent to signs or lettering on the entry door to the Premises, provided that (i) Tenant has submitted to Landlord a plan or sketch thereof in reasonable detail showing, without limitation, size, color, location, materials and method of affixation; and (ii) such signs and/or lettering conform to Building standards as adopted by Landlord from time to time in its sole discretion. If any sign, symbol, advertisement or other item that has not been approved by Landlord is so displayed, then Landlord shall have the immediate right, with or without prior notice to Tenant, to remove such item at Tenant's expense or to require Tenant to do the same. Landlord reserves the right to install and display signs, advertisements and notices of any kind on any portions of the exterior or interior of the Building as Landlord may elect.

19. Parking. Tenant shall use the parking spaces within the parking lot directly behind the building as designated by Landlord.

20. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed duly given: (a) when delivered in person (with receipt therefor); (b) on the next business day after deposit with a recognized overnight delivery service; or (c) on the third (3rd) business day after being sent by certified or registered mail, return receipt requested, postage prepaid, to addresses of Landlord and Tenant set forth in Section 1. Either party may change its address for the giving of notices by notice given in accordance with this Section 21. A party's refusal to accept delivery of any notice or communication sent by the other party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail. If Landlord or the holder of any mortgage or deed of trust notifies Tenant that a copy of each notice to Landlord shall be sent to such holder at a specified address, then no notice to Landlord shall be considered duly given unless such copy is simultaneously given in accordance with this Section 21 to such holder.

21. Miscellaneous Provisions.

(a) Landlord and Tenant each represent and warrant to the other that neither of them has employed or dealt with any broker, agent, or finder in connection with this Lease. Tenant and Landlord shall each indemnify and hold harmless the other from and against any claim or claims for any broker's fee or commission asserted by any broker, agent, or finder employed by Tenant. The provisions of this Section 22(a) shall survive the expiration or other termination of this Lease.

(b) Landlord, its agents, employees, and independent contractors shall have the right to enter the Premises upon not less than twenty-four (24) hours' notice (provided that no advance notice shall be necessary in the event of an emergency or at any time outside the Leasing Period) to: (i) inspect the Premises; (ii) supply any service or repair to be provided or performed by Landlord to Tenant; (iii) determine whether Tenant is complying with its obligations under this Lease; and (iv) alter, improve, or repair the Premises or any other portion of the Building. Except to the

extent caused by Landlord's gross negligence or willful misconduct, Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 22(b).

(c) The terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns; provided, however, that upon the sale, assignment, or transfer by Landlord (or by any subsequent Landlord) of its interest in the Building or Property as owner or lessee, including, without limitation, any transfer upon or in lieu of foreclosure or by operation of law, Landlord (or subsequent Landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment, or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment, or transfer) shall be binding upon the grantee, assignee, or other transferee of such interest. Any such grantee, assignee, or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

(d) If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

(e) The terms of this Lease (including, without limitation, the Exhibits and Schedules to this Lease) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding, or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property, or this Lease except as expressly set forth herein. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party by reason of such party having drafted such language.

(f) Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through, or under Landlord, subject, however, to the provisions of this Lease and to the priority of any mortgages or deeds of trust or ground or underlying leases referred to in Section 16.

(g) All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

(h) The laws of the State of New Jersey shall govern the validity, performance, and enforcement of this Lease, without application of conflict of laws principles. Tenant consents to personal jurisdiction and venue in the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and Tenant hereby agrees to such exclusive jurisdiction.

(i) This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

(j) This Lease shall not be recorded in whole or in memorandum form by either party hereto.

(k) LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

(l) DELIVERY OF THE LEASE TO EITHER PARTY SHALL NOT BIND ANY PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD OR TENANT SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT AND DELIVERY IS MADE TO EACH PARTY.

(m) Landlord retains any lien right it might have in the machinery, fixtures, and other property of Tenant, by virtue of Landlord's common law (if any) and statutory right of distraint (N.J.S.A. 2A:33-1 to 2A:33-23) because of failure to pay Fixed Rent and Additional Rent. In the event that any lender or lessee to Tenant requests that Landlord execute any document to waive such right the Tenant shall reimburse Landlord for its reasonable out-of-pocket costs incurred in connection with such request.

(n) Any vendor, supplier, contractor, or any employee, agent, officer of such vendor, supplier or contractor, shall be required to obtain, carry and show appropriate identification badges prior to entering the Building to conduct any construction, repairs, maintenance or Alterations during the term of this Lease.

(o) Landlord and its employees, officers, directors, partners, shareholders and agents shall have no personal liability or obligation by reason of any default by

Landlord under any of Landlord's covenants and agreements in this Lease. In case of such default, Tenant will look only to, and is strictly and expressly limited to, Landlord's interest in the Building to recover any loss or damage resulting therefrom, and Tenant shall have no right and shall not assert any claim against or have recourse to Landlord's or its employees', officers', directors', partners', shareholders' or agents' other property or assets to recover such loss or damage, such exculpation of liability to be absolute and without any exceptions whatsoever. The liability of Landlord to Tenant for any breach or default hereunder shall, except as otherwise expressly provided elsewhere in this Lease, be limited to Tenant's actual damages. The foregoing limitation of liability shall be noted in any judgment secured against Landlord and in any judgment index.

(p) Tenant hereby waives any and all rights to interpose any counterclaim in any proceeding brought by Landlord against Tenant for the enforcement of any of the terms, agreements, covenants, conditions or provisions of this Lease, unless Tenant's failure to interpose such counterclaim in such proceeding or action would result in the waiver of Tenant's right to bring such claim in a separate proceeding under applicable law. In amplification of the foregoing and not in limitation thereof, Tenant agrees not to interpose, by consolidation of actions, removal to chancery or otherwise, any counterclaim or other claims for set-off, recoupment or deduction of rent in a summary proceeding or other action for non-payment of rent or based on termination, holdover or other default in which Landlord seeks to repossess the Premises from Tenant.

(q) If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, any actual or threatened health emergency, including, but not limited to, epidemics, pandemic, famine, disease, plague, quarantine, and other health risk, including, but not limited, to health risks declared or recognized by the Centers for Disease Control, the World Health Organization, any governmental authority or other similar body, or any cause beyond such party's reasonable control, whether similar or dissimilar to the foregoing events (the foregoing events being collectively referred to as events of "**Force Majeure**"), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. The provisions of this Section 22(r) shall not excuse Tenant from the prompt payment of Rent and all other sums due from Tenant under this Lease, and Tenant's delay or failure to perform resulting from lack of funds shall not be deemed delays beyond Tenant's reasonable control.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:
Union County College

By: _____
Name:
Title:

TENANT:
Union County Educational Services
Commission

By: _____
Name: Michael J. Kowalski
Title: Superintendent of Schools

EXHIBIT A



EXHIBIT B

RULES AND REGULATIONS

1. Tenant shall not (a) obstruct or permit its employees, agents, servants, invitees or licensees to obstruct, in any way, the sidewalks, entry passages, corridors, halls, stairways or elevators of the Building, or use the same in any way other than as a means of passage to and from the offices of Tenant; (b) bring in, store, test or use any materials in the Building which could cause a fire or an explosion or produce any fumes or vapor; (c) make or permit any improper noises in the Building; (d) smoke in any elevator; throw substances of any kind out of windows or doors, or down the passages of the Building, or in the halls or passageways, sit on or place anything upon the window sills; or (e) clean the windows.

2. Water closets and urinals shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

3. The windows, doors, partitions and lights that reflect or admit light into the halls or other places of the Building shall not be obstructed. NO SIGNS, ADVERTISEMENTS OR NOTICES SHALL BE INSCRIBED, PAINTED, AFFIXED OR DISPLAYED IN, ON, UPON OR BEHIND ANY WINDOWS.

4. No contract of any kind with any supplier of towels, water, ice, toilet articles, waxing, rug shampooing, venetian blind washing, furniture polishing, lamp servicing, cleaning of electrical fixtures, removal of waste paper, rubbish or garbage, or other like service shall be entered into by Tenant, nor shall any vending machine of any kind be installed in the Building without the prior written consent of Landlord.

5. Landlord shall have the right to prescribe the weight, size and position of all safes and other bulky or heavy equipment and all freight brought into the Building by any tenant; and the time of moving the same in and out of the Building. All such moving shall be done under the supervision of Landlord.

6. No machinery of any kind or articles of unusual weight or size will be allowed in the Building, without the prior written consent of Landlord. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance to other tenants.

7. No additional lock or locks shall be placed by Tenant on any door in the Building, without the prior written consent of Landlord.

8. Tenant shall not employ any person or persons for the purpose of cleaning the Premises, without the prior written consent of Landlord.

9. No bicycles, vehicles (except wheelchairs) or animals (except service animals) of any kind shall be brought into or kept in or about the Premises.

10. The Premises shall not be used for lodging or sleeping purposes, and cooking therein is prohibited.

11. Tenant shall not conduct, or permit any other person to conduct, any auction upon the Premises; manufacture or store goods, wares or merchandise upon the Premises, without the prior written approval of Landlord, except the storage of usual supplies and inventory to be used by Tenant in the conduct of its business, permit the Premises to be used for gambling; make any unusual noises in the Building; permit to be played any musical instrument in the Premises; permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other tenants; or permit any unusual odors to be produced upon the Premises.

12. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord.

13. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

16. There shall not be used in the Premises or in the Building either by Tenant or by others in the delivery or receipt of merchandise, supplies or equipment, any hand trucks except those equipped with rubber tires and side guards. No hand trucks will be allowed in passenger elevators.

17. Each tenant, before closing and leaving the Premises, shall ensure that all windows are closed and all entrance doors locked.

18. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

19. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved for Landlord's purposes in operating the Building: (a) the exclusive right to the use of the name of the Building for all purposes, for himself or anyone he might designate, except that Tenant may use the name as its business address and for no other purpose; (b) the right to change the name or address of the Building, without incurring any liability to Tenant for so doing; (c) the right to install and maintain a sign or signs on the exterior of the Building; (d) the exclusive right to use or dispose of the use of the roof of the Building; (e) the right to limit the space on the directory of the Building allotted to Tenant; (f) the right to grant to anyone the right to conduct any particular business or undertaking in the Building.

20. Tenant shall not use the Premises or permit the Premises to be used for the sale of food or beverages.

21. Tenant, its employees and agents, hereby agree to abide by reasonable rules and regulations of which Tenant shall be notified in writing pertaining to the use of the Building as may be thereafter promulgated from time to time by Landlord. Such rules and regulations shall be uniform with respect to all tenants similarly situated and Landlord agrees that such rules and regulations shall be uniformly enforced.