EXHIBIT 10.14  
  
 AGREEMENT OF LEASE  
  
  
  
 BETWEEN  
  
  
 XXXXXXX TOWERS ASSOCIATES, L.P.  
  
  
 AS LANDLORD  
  
  
 AND  
  
  
 Neptune Systems, Inc.  
  
  
 AS TENANT  
  
  
  
  
  
 OFFICE LEASE  
  
  
LEASE made this 3 day of April , 1995 by and between XXXXXXX TOWERS   
ASSOCIATES, L.P. (hereinafter called "Landlord"), and NEPTUNE SYSTEMS INC. a   
Pennsylvania Corporation (hereinafter called "Tenant").  
  
 WITNESSETH, THAT:  
  
  
 1. DEMISED PREMISES. Landlord, for the term and subject to the   
provisions and conditions hereof, leases to Tenant and Tenant accepts from   
Landlord, the space consisting of 5,366 rentable square feet on the SEVENTH   
floor known as Suite 700 (hereinafter referred to as the "Demised Premises")   
of the building known as 0000 Xxxxxxx Xxxx located in Eddystone, Pennsylvania   
(hereinafter referred to as the "Building"), and more particularly described   
by the cross-hatched area on the floor plans annexed herein as Exhibit "A",   
to be used by Tenant for the purpose of GENERAL OFFICES AND SOFTWARE DESIGN   
and for no other purpose.  
  
 2. TERM. Tenant shall use and occupy the Demised Premises for a term   
of TEN (10) years, commencing on the FIRST day of JULY, 1995 and ending on   
the THIRTIETH day of JUNE, 2005 unless sooner terminated as herein provided.  
  
 3. MINIMUM RENT.  
  
 (a) See Rent Rider attached. The first installment to be payable   
on the execution of this Lease and subsequent installments to be payable on   
the first day of each successive month of term hereof following the first   
month of such terms.  
  
 (b) If the term of this Lease begins on a day other than the first   
day of a month, rent from such day until the first day of the following month   
shall be prorated at the rate of one-thirtieth of the fixed monthly rental   
for each day of the first full calendar month of the term hereof (and, in   
such event, the installment of rent paid at execution hereof shall be applied   
to the rent due for the first full calendar month of the term hereof).  
  
 (c) All rent and other sums due to Landlord hereunder shall be   
payable to XXXXXXX TOWERS ASSOCIATES. L.P. and mailed to the office of   
Landlord at 000 XXXXX XXXX, XXXXX 0000, XXXXXXXXXXXX, XXXXXXXXXXXX, 00000, or   
to such other party or at such other address as Landlord may designate, from   
time to time, by written notice to Tenant, without demand and without   
deduction, set-off or counterclaim (except to the extent demand or notice   
shall be expressly provided for herein).  
  
 (d) If Landlord, at any time or times, shall accept said rent or any  
other sum due to it hereunder after the same, shall become due and payable such  
acceptance shall not excuse delay upon subsequent occasions, or constitute or be  
construed as, a waiver of any of Landlord's rights hereunder.  
  
  
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 4. ESCALATION IN TAXES, OPERATING COSTS, COSTS OF LIVING: COST OF  
ELECTRICITY.  
  
 (a) Definitions. As used in this section 4, the following terms   
shall be defined as hereinafter set forth.  
  
 (i) "TAXES" shall mean all real estate taxes and assessments, general  
and special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the  
Building or with respect to the ownership thereof and the parcel of land  
appurtenant thereto. If, due to a future change in the method of taxation, any  
franchise, income, profit or other tax, however designated, shall be levied or  
imposed in substitution in whole or in part, for (or in lieu of) any tax which  
would otherwise be included within the defined herein.  
  
 (ii) "Base year operating expenses" shall be $3.50 per square foot.  
  
 (iii) "TENANT'S FRACTION" shall be a fraction, the numerator of   
which is the Demised Rentable Square Feet and the denominator of which is the   
Rentable Square Feet in the Building. [5,366/175,878]  
  
 (iv) (A) "Operating Expenses" shall mean except as hereinafter   
limited, Landlord's actual out-of-pocket expenses in respect of the   
operation, maintenance and management of the Building (after deducting any   
reimbursement, discount, credit, reduction or other allowance received by   
Landlord) and shall include, without limitation: (1) wages and salaries (and   
taxes imposed upon employers with respect to such employed by Landlord for   
rendering service in the normal operation, cleaning, maintenance, and repair   
of the Building: (2) contract costs of contractors hired for the operation,   
maintenance and repair of the Building; (3) the cost of steam, electricity,   
water and sewer and other utilities (except for electricity, which is   
separately charged by Landlord as herein provided) chargeable to the   
operation and maintenance of the Building; (4) cost of insurance for the   
Building including fire and extended coverage, elevator, boiler, sprinkler   
leakage, water damage, public liability and property damage, plate glass, and   
rent protection, but excluding any charge for increased premiums due to acts   
or omissions of other occupants of the Building or because of extra risk   
which are reimbursed to Landlord by such other occupants; (5) supplies; and   
(6) legal and accounting expenses; (7) real estate taxes (8) management   
expense.  
  
The term "Operating Expenses" shall not include: (1) the cost of redecorating   
or repairing not provided on a regular basis to tenants of the Building; (2)   
the cost of any repair or replacement item which, by standard accounting   
practice, should be capitalized; (3) any charge for depreciation, interest or   
rents paid or incurred by Landlord; (4) any charge for Landlord's income tax,   
excess profit taxes, franchise taxes or similar taxes on Landlord's business;   
(5) commissions.  
  
 (B) In determining Operating expenses for any year, if less than   
ninety-five percent (95%) of the Building rentable area shall have been   
occupied by tenants at any time during such year, Operating Expenses shall be   
deemed for such year to be an amount equal to the like expenses which   
Landlord reasonably determines would normally be incurred had such occupancy   
been ninety-five percent (95%) throughout such year.  
  
  
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 (C) If, after the Base Year for Operating Expenses, Landlord shall  
eliminate any component of Operating Expenses, as a result of the introduction  
of a labor saving device or other capital improvement, the corresponding item of  
Operating Expenses shall be deducted from the Operating Expenses expended by  
Landlord in said Base Year for purposes of calculating Tenant's Proportionate  
Share of any increased Operating Expenses.  
  
 (vi) "DEMISED RENTABLE SQUARE FEET" shall mean 5,366 square feet.  
  
 (vii) "RENTABLE SQUARE FEET IN THE BUILDING" shall mean 175,878 square  
feet.  
  
 (b) Escalation of Operating Expenses  
  
 (i) For and with respect to each calendar year of the term of this  
Lease (and any renewals or extensions thereof) subsequent to the Base Year for  
Operating Expenses, there shall accrue, as additional rent, an amount equal to  
the product obtained by multiplying the Tenant's Fraction by the amount of the  
increase, if any, of Operating Expenses for such year over the Base Year  
Operating Expenses (appropriately prorated for any partial calendar year   
included within the beginning and of the term).  
  
 (ii) Landlord shall furnish to Tenant as soon as reasonably possible  
after the beginning of each calendar year of the term hereof subsequent to the  
Base Year for Operating Expenses;  
  
 (A) A statement (the "Expense Statement:) setting forth (1) Operating  
Expenses for the previous calendar year, and (2) Tenant's Fraction of the  
Operating Expenses for the previous calendar year; and  
  
 (B) A statement of Landlord's good faith estimate of Operating  
Expenses, and the amount of Tenant's Fraction thereof (the "Estimated Share"),  
for the current calendar year.  
  
 (iii) Beginning with the next installment of minimum rent due after  
delivery of the foregoing statements to Tenant, Tenant shall pay to Landlord, on  
account of its share of Operating Expenses (or Landlord shall pay to Tenant, if  
the following quantity is negative):  
  
 (A) One-twelfth of the Estimated Share multiplied by the number of  
full or partial calendar months elapsed during the current calendar year up to  
and including the month payment is made, plus any amounts due from Tenant to  
Landlord on account of Operating Expenses for prior periods of time, less:  
  
 (B) The amount, if any, by which the aggregate of payments made by  
Tenant on account of Operating Expenses for the previous calendar year exceed  
those actually due as specified in the Expense Statement.  
  
  
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 (iv) On the first day of each succeeding month up to the time Tenant  
shall receive a new Expense Statement and statement of Tenant's Estimated Share,  
Tenant shall pay to Landlord, on account of its share of Operating Expenses,  
one-twelfth of the then current Estimated Share. Any payment due from Tenant to  
Landlord, or any refund due from Landlord to Tenant, on account of Operating  
Expenses not yet determined as of the expiration of the term hereof shall be  
made within twenty (20) days after submission to Tenant of the next Expense  
Statement.  
  
 5. UTILITIES SEPARATELY CHARGED TO DEMISED PREMISES. Tenant shall be   
responsible for all utilities (including gas and electric) which are consumed   
within the Demised Premises. If a separate meter is installed, Tenant shall   
pay for the consumption of such utilities based on its metered usage. If no   
meter is installed, Tenant shall pay a pro-rata share of any utility charges   
covering the Demised Premises and other areas of the Building which pro-rata   
share shall be based on the percentage which the Demised Rentable Square Feet   
bears to the square footage of the areas of the Building serviced by such   
utility. Utility bills shall be paid by Tenant within ten (10) days after the   
receipt and non-payment or late payment of such bills shall be considered a   
default under this Lease.  
  
 6. SECURITY DEPOSIT. As additional security for the full and prompt  
performance by Tenant of the terms and covenants of this Lease, Tenant has  
deposited with the Landlord the sum of SIX THOUSAND TWO HUNDRED SIXTY DOLLARS  
($6,260.00) which shall not constitute rent for any month (unless so applied by  
Landlord on account of Tenant's default). Tenant shall, upon demand, restore any  
portion of said security deposit which may be applied by Landlord to the cure of  
any default by Tenant hereunder. To the extent that Landlord has not applied  
said sum on account of a default, the security deposit shall be returned  
(without interest) to Tenant promptly at termination of this Lease.  
  
 7. SERVICES. Landlord agrees that it shall:  
  
 (a) Provide passenger elevator service to the Demised Premises during  
all days with one (1) elevator subject to call at all other times. Tenant and  
its employees and agents shall have access to the Demised Premises at all times,  
subject to compliance with such security measures as shall be in effect for the  
Building.  
  
 (b) Provide water for drinking, lavatory and toilet purposes drawn  
through fixtures installed by Landlord; and  
  
 (c) Furnish the Demised Premises with electric for heating, hot and  
chilled water and air-conditioning. Tenant shall not install or operate in the  
Demised Premises any electrically operated equipment or other machinery, other  
than typewriters, adding machine and other machinery and equipment normally used  
in modern offices, or any plumbing fixtures, without first obtaining the prior  
written consent of the Landlord. Landlord may condition such consent upon the  
payment by Tenant of additional rent as compensation for the additional  
consumption of water and/or electricity occasioned by the operation of said  
equipment, fixtures, or machinery.  
  
  
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Tenant, at Tenant's sole expense, shall be responsible for the installation,  
maintenance, and use of any equipment or any kind or nature whatsoever which  
would or might necessitate any changes, replacements, or additions to the water  
system, plumbing system, heating system, air-conditioning system, or the  
electrical system servicing the Demised Premises or any other portion of the  
Building without the prior written consent of the Landlord, and in the event  
such consent is granted, such replacement, changes or additions shall be paid  
for by Tenant. It is understood that Landlord does not warrant that any of the  
services referred to in this Section 6 will be free from interruption from  
causes beyond the reasonable control of Landlord. No interruption of service  
shall ever be deemed an eviction or disturbance of Tenant's use and possession  
of the Demised Premises or any part thereof or render Landlord liable to Tenant  
for damages by abatement or rent or otherwise relieve Tenant from performance of  
Tenant's obligations under this Lease, unless Landlord, after reasonable notice,  
shall willfully and without cause fail or refuse to take action within its  
control.  
  
 8. CARE OF DEMISED PREMISES. Tenant agrees, on behalf of itself, its  
employees and agents, that it shall:  
  
 (a) Comply at all times with any and all federal, state and local  
statutes, regulations, ordinances, and other requirements of any of the  
constituted public authorities relating to its use and occupancy of the Demised  
Premises.  
  
 (b) Give Landlord access to the Demised Premises at all reasonable  
times, without charge or diminution of rent, to enable Landlord (i) to examine  
the same and to make such repairs, additions and alterations as Landlord may be  
permitted to make hereunder or as Landlord may deem advisable for the  
preservation of the integrity, safety and good order of the Building or any part  
thereof; and (ii) upon reasonable notice, to show the Demised Premises to  
prospective mortgagees and purchasers and, during the six (6) months prior to  
expiration of the term, to prospective tenants;  
  
 (c) Keep the Demised Premises in good order and condition and replace  
all glass broken by Tenant, its agents, employees or invitees with glass of the  
same quality as that broken, except for glass broken by fire and extended  
coverage type risks, and commit no waste in the Demised Premises;  
  
 (d) Upon the termination of this Lease in any manner whatsoever,  
remove Tenant's goods effects and those of any other person claiming under  
Tenant, and quit and deliver up the Demised Premises to Landlord peaceably and  
quietly in as good order and condition at the inception of the term of this  
Lease or as the same hereafter may be improved by Landlord or Tenant, reasonable  
use and wear thereof, damage from fire and extended coverage type risks, and  
repairs which are Landlord's obligation excepted. Goods and effects not removed  
by Tenant at the termination of this Lease, however terminated, shall be  
considered abandoned and Landlord may dispose of and/or store the same as it  
deems expedient, the cost thereof to be charged to Tenant;  
  
 (e) Not place signs on the Demised Premises except on doors and then  
only of a type and with lettering and text approved by Landlord. Identification  
of Tenant and Tenant's location shall be provided in a directory in the Building  
Lobby;  
  
  
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 (f) Not overload, damage or deface the Demised Premises or do any   
act which might make void or voidable any insurance on the Demised Premises   
or the Building or which may render an increased or extra premium payable for   
insurance (and without prejudice to any right or remedy of Landlord regarding   
this subparagraph, Landlord shall have the right to collect from Tenant, upon   
demand, any such increase or extra premium). Tenant shall maintain at its own   
sole cost adequate insurance coverage for all of its equipment, furniture,   
supplies and fixtures and provide Landlord with certificates evidencing such   
coverage;  
  
 (g) Not make any alteration of or addition to the Demised Premises   
without the prior written approval of Landlord (except for work of a   
decorative nature);  
  
 (h) Not install or authorize the installation of any coin operated   
vending machine, except for the dispensing of cigarettes, coffee, and similar   
items to the employees of Tenant for consumption upon the Demised Premises;   
and  
  
 (i) Observe the rules and regulations annexed hereto as Exhibit   
"C", as the same may from time to time be amended by Landlord for the general   
safety, comfort and convenience of Landlord, occupants and tenants of the   
Building.  
  
 9. SUBLETTING AND ASSIGNING. Tenant shall not assign this Lease or   
sublet all or any portion of the Demised Premises without first obtaining   
Landlord's prior written consent thereto. If such consent is given, it will   
not release Tenant from its obligations hereunder and which will not be   
deemed a consent to any further subletting or assignment. if Landlord   
consents to any such subletting or assignment, it shall nevertheless be a   
condition to the effectiveness thereof that a fully executed copy of the sub   
lease or assignment be furnished to Landlord and that any assignee assume in.   
writing all obligations of Tenant hereunder., Tenant shall not mortgage or   
encumber this Lease.  
  
 10. DELAY IN POSSESSION. If Landlord shall be unable to deliver   
possession of the Demised Premises to Tenant on the date specified for   
commencement of the term hereof because of the holding over or retention of   
possession of any tenant or occupant, or if repairs improvements or   
decoration of the Demised Premises are not completed, or for any repairs,   
improvements or decoration of the Demised Premises are not completed, or for   
any other reason. Landlord shall not be subject to any liability to Tenant   
Under such circumstances, the rent reserved and covenanted to be paid herein   
shall not commence until possession of Demised Premises is given or until   
Landlord shall give written notice to Tenant that the Demised Premises are   
available for occupancy by Tenant, whichever shall first occur, and no such   
failure to give possession shall in any other respect affect the validity of   
this Lease or any obligation to extend the term of this Lease.   
Notwithstanding the foregoing, if Landlord fails to deliver possession to   
Tenant by August 1, 1995, Tenant shall receive one day of free rent for each   
day after August 1, 1995, that Tenant is delayed in obtaining possession.  
  
 11. FIRE OR CASUALTY. In case of damage to the Demised Premises or the   
Building by fire or other casualty, Tenant shall give immediate notice   
thereof to Landlord. Landlord shall thereupon cause the damage to be repaired   
with reasonable speed, subject to delays which may arise by reason of   
adjustment of loss under insurance policies and for delays beyond the   
reasonable control of Landlord. To the extent and for the time that the   
Demised Premises are thereby rendered untenantable, the rent shall   
proportionately xxxxx.  
  
  
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In the event the damage shall be so extensive that Landlord shall decide not   
to repair or rebuild, or if any mortgagee, having the right to do so shall   
direct that the insurance proceeds are to be applied to reduce the mortgage   
debt rather than to the repair of such damage, this Lease shall, at the   
option of Landlord, exercisable by written notice to Tenant given within   
thirty (30) days after Landlord is notified of the casualty, be terminated as   
of a date specified in such notice (which shall not be more than ninety (90)   
days thereafter), and the rent (taking into account any abatement as   
aforesaid) shall be adjusted to the termination date. Thereafter, Tenant   
shall promptly vacate the Demised Premises.  
  
 12. LIABILITY. Tenant agrees that Landlord and its building manager and   
their officers, employees and agents shall not be liable to Tenant, and   
Tenant hereby releases said parties, for any personal injury or damage to or   
loss of personal property in the Demised Premise from any cause whatsoever   
unless such damage, loss or injury is the result of the willful and gross   
negligence of Landlord, its building manager, or their officers, employees or   
agents, and Landlord and its building manager and their officers or employees   
shall not be liable to Tenant for any such damage or loss whether or not the   
result of their willful and gross negligence to the extent Tenant is   
compensated therefor by Tenant's insurance. Tenant shall and does hereby   
indemnify and hold Landlord harmless of and from all loss or liability   
incurred by Landlord in connection with any failure of Tenant to fully   
perform its obligations under this Lease and in connection with any personal   
injury or damage of any type or nature occurring in or resulting out of   
Tenant's use of the Demised Premises, unless due to Landlord's fault.  
  
 13. EMINENT DOMAIN. If the whole or a substantial part of the Building   
shall be taken or condemned for a public or quasi-public use under an statute   
or by right of eminent domain or private purchase in lieu thereof by any   
competent authority, Tenant shall have no claim against Landlord and shall   
not have any claim or right to any portion of the amount that may be awarded   
as damages or paid as a result of any such condemnation or purchase; and all   
right of the Tenant to damages therefore are hereby assigned by Tenant to   
Landlord. The foregoing shall not, however, deprive Tenant of any separate   
award for moving expenses or for any other award which would not reduce the   
award payable to Landlord. Upon the date the right to possession shall vest   
in the condemning authority, this Lease shall cease and terminate with rent   
adjusted to such date, and Tenant shall have no claim against Landlord for   
the value of any unexplored term of this Lease.  
  
 14. INSOLVENCY.  
  
 (a) The appointment of a receiver or trustee to take possession of all   
or a portion of the assets of Tenant, or (b) an assignment by Tenant for the   
benefit of creditors, or (c) the institution by or against Tenant of any   
proceedings for bankruptcy or reorganization under any state or federal law   
(unless in the case of involuntary proceedings, the same shall be dismissed   
within thirty (30) days after institution), or (d) any execution issued   
against Tenant which is not stayed or discharged within fifteen (15) days   
after issuance of any execution sale of the assets of Tenant, shall   
constitute a breach of this Lease by Tenant. Landlord in the event of such a   
breach, shall have, without need of further notice, the rights enumerated in   
Section 15 herein.  
  
  
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 15. DEFAULT.  
  
 (a) If Tenant shall fail to pay rent or any other sum payable to   
Landlord hereunder when due, or if Tenant shall fail to perform or observe   
any of the other covenants, terms or conditions contained in this Lease   
within fifteen (15) days (or such longer period as is reasonably required to   
correct any such default, provided Tenant promptly commences and diligently   
continues to effectuate a cure), but in any event within thirty (30) days   
after written notice thereof by Landlord, or if any of the events specified   
in Section 14 occur, or if Tenant vacates or abandons the Demised Premises   
during the term hereof or removes or manifests an intention to remove any of   
Tenant's goods or property therefrom other than in the ordinary and usual   
course of Tenant's business, then and in any of said cases (notwithstanding   
any former breach of covenant or waiver thereof in a former instance),   
Landlord, in addition to all other rights and remedies available to it by law   
or equity or by any other provisions hereof, may at any time thereafter:  
  
 (i) upon three (3) days notice to Tenant, declare to be   
immediately due and payable, the rent and other charges herein reserved for   
the balance of the term of this Lease (taken without regard to any early   
termination of said term on account of default), a sum equal to the   
Accelerated Rent Component (as hereinafter defined), and Tenant shall remain   
liable to Landlord as hereinafter provided; and/or  
  
 (ii) whether or not Landlord has elected to recover the Accelerated   
Rent Component, terminate this Lease on at least five (5) days notice to   
Tenant and, on the date specified in said notice, this Lease and the term   
hereby demised and all rights of Tenant hereunder shall expire and terminate   
and Tenant shall thereupon quit and surrender possession of the Demised   
Premises to Landlord in the condition elsewhere herein required and Tenant   
shall remain liable to Landlord as hereinafter provided.  
  
 (b) For purposes herein, the Accelerated Rent Component shall mean the   
aggregate of:   
  
 (i) all rent and other charges, payments, costs and expenses due   
from Tenant to Landlord and in arrears at the time of the election of   
Landlord to recover the Accelerated Rent Component;  
  
 (ii) the minimum rent reserved for the then entire unexpired   
balance of the term of this Lease (taken without regard to any early   
termination of the term by virtue of any default), plus all other charges,   
payments, costs and expenses herein agreed to be paid by Tenant up to the end   
of said term which shall be capable of precise determination at the time of   
Landlord's election to recover the Accelerated Rent Component; and  
  
 (iii) Landlord's good faith estimate of all charges, payments,   
costs and expenses herein agreed to be paid by Tenant up to the end of said   
term which shall not be capable to precise determination as aforesaid (and   
for such purposes no estimate of any component of the additional rent to   
accrue pursuant to the provisions of Section 4 hereof shall be less than the   
amount which would be due if each such component continued at the highest   
monthly rate or amount in effect during the twelve (12) months immediately   
preceding the default).  
  
  
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 (c) In any case in which this Lease shall have been terminated, or in   
any case in which Landlord shall have elected to recover the Accelerated Rent   
Component and any portion of such sum shall remain unpaid, Landlord may   
without further notice, enter upon and repossess the Demised Premises, by   
force, summary proceedings, ejectment or otherwise, and may dispossess Tenant   
and remove Tenant and al! other persons and property from the Demised   
Premises and may have, hold and enjoy the Demised Premises and the rents and   
profits therefrom. Landlord may, in its own name, as agent for Tenant, if   
this Lease has not been terminated, or in its own behalf, if this Lease has   
been terminated, relet the Demised Premises or any part thereof for such term   
or terms (which may be greater or less than the period which would otherwise   
have constituted the balance of the term of this Lease) and on such terms   
(which may include concessions of free rent) as Landlord in its sole   
discretion may determine. Landlord may, in connection with any such   
reletting, cause the Demised Premises to be decorated, altered, divided,   
consolidated with other space or otherwise changed or prepared for reletting.   
No reletting shall be deemed a surrender and acceptance of the Demised   
Premises.  
  
 (d) Tenant shall, with respect to all periods of time up to and   
including the expiration of the term of this Lease (or what would have been   
the expiration date in the absence of default or breach) remain liable to   
Landlord as follows:  
  
 (i) In the event of termination of this Lease on account of   
Tenant's default or breach, Tenant shall remain liable to Landlord for   
damages equal to the rent and other charges payable under this Lease by   
Tenant as if this Lease Were still in effect, less the net proceeds of any   
reletting after deducting all costs incident thereto (including without   
limitation all repossession costs, brokerage and' management commission,   
operating and legal expenses and fees, alteration costs and expenses of   
preparation for reletting ( and to the extent such damages shall not have   
been recovered by Landlord by virtue of payment by Tenant of the Accelerated   
Rent Component (but without prejudice to the right of Landlord to demand and   
receive the Accelerated Rent Component), such damages shall be payable to   
Landlord monthly upon presentation to Tenant of a xxxx for the amount due.  
  
 (ii) In the event and so long as this Lease shall not have been   
terminated after default or breach by Tenant, the rent and all other charges   
payable under this Lease shall be reduced by the net proceeds of any   
reletting by Landlord (after deducting all costs incident thereto as above   
set forth) and by any portion of the Accelerated Rent Component paid by   
Tenant to Landlord, and any amount due to Landlord shall be payable monthly   
upon presentation to Tenant of a xxxx for the amount due.  
  
 (e) In the event Landlord shall, after default or breach by Tenant,   
recover the Accelerated Rent Component from Tenant and it shall be determined   
at the expiration of the term of this Lease (taken without regard to early   
termination for default) that a credit is due Tenant because the net proceeds   
of reletting, as aforesaid, plus amounts paid to Landlord by Tenant exceed   
the aggregate of rent and other charges accrued in favor of Landlord to the   
end of said term, Landlord shall refund such excess to Tenant, without   
interest, promptly after such determination.  
  
  
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 (f) Landlord shall in no event be responsible or liable for any failure   
to relet the Demised Premises or any part thereof, or for any failure to   
collect any rent due upon a reletting.  
  
 (g) As an additional and cumulative remedy of Landlord in the event of   
termination of this Lease by Landlord following any breach or default by   
Tenant, Landlord, at its option, shall be entitled to recover damages for   
such breach in an amount equal to the Accelerated Rent Component (determined   
from and after the date of Landlord's election under this subsection (g) less   
the fair rental value of the Demised Premises for the remainder of the term   
of this Lease (taken without regard to the early termination) and such   
damages shall be payable by Tenant upon demand. Nothing contained in this   
Lease shall limit or prejudice the right of Landlord to prove and obtain as   
damages incident to a termination of this Lease, in any bankruptcy   
reorganization or other court proceedings, the maximum amount allowed by any   
statute or rule of law in effect with such damages are to be proved.  
  
 (h) In the event of any default occurrence by which Landlord shall have   
the rights and remedies specified in this Section 15:  
  
 (i) Tenant hereby authorizes and empowers any prothonotary or   
attorney of any court of record to appear for Tenant and to Confess Judgment   
against Tenant (whether by Complaint to Confess Judgment or otherwise) in   
favor of Landlord for any amount due to Landlord hereunder (including without   
limitation the Accelerated Rent Component), together with interest and costs   
and an attorney's commission of five percent (5%) of the amount due;  
  
 (ii) For the purpose of obtaining possession of the Demised   
Premises, Tenant hereby authorizes and empowers any prothonotary or attorney   
of any court of record to appear for Tenant and to file in any court an   
agreement for entering an amicable action and judgment in ejectment for   
recovery of possession, and/or to confess judgment for possession against   
Tenant and those claiming by, through or under Tenant in favor of Landlord by   
Complaint to Confess Judgment or otherwise, and Tenant agrees that upon such   
entry or judgment a writ of possession for the Demised Premises may forthwith   
issue; and  
  
 (i) Tenant hereby waives all errors and defect of a procedural nature   
in any proceedings brought against it by Landlord under this Lease. Tenant   
further waives the right to any notices to quit as may be specified in the   
Landlord and Tenant Act of Pennsylvania, as amended, and agrees that five (5)   
days notice shall be sufficient in any case where a longer period may be   
statutorily specified.  
  
 (j) If rent or any other sum due from Tenant to Landlord shall be over   
due for more than five (5) days after notice from Landlord, it shall   
thereafter bear interest at the rate of twenty percent (20%) per annum (or,   
if lower, the highest legal rate) until paid.  
  
  
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 16. SUBORDINATION. This lease is and shall be subject and subordinate   
to all the terms and conditions of all underlying mortgages and to all ground   
or underlying leases of the entire Building which may now or hereafter be   
secured upon the Building, and to all renewals, modifications,   
consolidations, replacements and extensions thereof. This clause shall be   
self-operative and no further instrument of subordination, Tenant shall   
execute, within fifteen (15) days after request, any certificate that   
Landlord may reasonably require acknowledging such subordination.   
Notwithstanding the foregoing, the party holding the instrument to which this   
Lease is subordinate shall have the right to recognize and preserve this   
Lease in the event of any foreclosure sale or possessory action, and in such   
case this Lease shall continue in full force and effect at the option of the   
party holding the superior lien, and Tenant shall attorn to such party and   
shall execute, acknowledge and deliver any instrument that has for its   
purpose and effect the confirmation of such attornment.  
  
 17. NOTICES. All bills, statements, notices or communications which   
Landlord may desire or be required to give to Tenant shall be deemed   
sufficiently given or rendered if in writing and either delivered to an   
officer of Tenant or sent by registered or certified mail addressed to Tenant   
at the Building, and the time of the giving of such notice or communication   
shall be deemed to be the time when the same is delivered to Tenant or   
deposited in the mail, as the case may be. Any notice by Tenant to Landlord   
must be served by registered or certified mail addressed to Landlord at the   
address where the last previous rental hereunder was payable, or in the case   
of subsequent change upon notice given, to the latest address furnished.  
  
 18. HOLDING-OVER. Should Tenant continue to occupy the Demised   
Premises after expiration of the term of this Lease or any renewal or   
renewals thereof, or after a forfeiture incurred, such tenancy shall (without   
limitation of any of Landlord's rights or remedies therefor) be one at   
sufferance from month to month at a minimum monthly rental equal to twice the   
rent payable for the last month of the term of this Lease.  
  
 19. MISCELLANEOUS.  
  
 (a) Tenant represents and warrants that it has not employed any   
broker or agent as its representative in the negotiation for or the obtaining   
of this Lease, and agrees to indemnify and hold Landlord harmless from any   
and all cost or liability for compensation claimed by any broker or agent   
with whom it has dealt.  
  
 (b) The word "Tenant" as used in this Lease shall be construed to   
mean tenants in all cases where there is more than one tenant, and the   
necessary grammatical changes required to make the provisions hereof apply to   
corporations, partnerships or individuals, men or women, shall in all cases   
be assumed as though in each case fully expressed. This Lease shall not inure   
to the benefit of any assignee, heir , legal representative, transferee or   
successor of Tenant except upon the express written consent or election of   
Landlord. Subject to the foregoing limitation, each provision hereof shall   
extend to and shall, as the case may require, bind and inure to the benefit   
of Tenant and its heirs, legal representatives, successors and assigns.  
  
  
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 (c) The term "Landlord" as used in this Lease means the fee owner   
of the Building or, if different, the party holding and exercising the right,   
as against all others (except space Tenants of the Building) to possession of   
the entire Building. Landlord above-named represents that it is the holder of   
such rights as of the date of execution hereof. In the event of the voluntary   
transfer of such ownership or right to a successor-in-interest of Landlord,   
Landlord shall be freed and relieved of all liability and obligation   
hereunder which shall thereafter accrue (and, as to any unapplied portion of   
Tenant's security deposit, Landlord shall be relieved of all liability   
therefor upon transfer of such portion to its successor in interest) and   
Tenant shall look solely to such successor in interest for the performance of   
the covenants and obligations of the Landlord hereunder (either in terms of   
ownership or possessory rights). The successor in interest shall not (i) be   
liable for any previous act or omission of a prior landlord; (ii) be subject   
to any rental offsets or defenses against a prior landlord; (iii) be bound by   
any amendment of this Lease made without its written consent, or by payment   
by Tenant of rent in advance in excess of one (i) month's rent; or (iv) be   
liable for any security not actually received by it. Subject to the   
foregoing, the provisions hereof shall be binding upon and inure to the   
benefit of the successors and assigns of Landlord. Notwithstanding anything   
to the contrary contained in this Lease, any liability of Landlord, its   
agents, partners or employees, arising out of or in respect of this Lease,   
the Demised Premises or the Building, and if Landlord shall default in the   
performance of Landlord's obligation under this Lease or otherwise Tenant   
shall look solely to the equity of Landlord in its interest in the Building.  
  
 (d) Tenant agrees to execute a memorandum of this Lease in the   
form submitted by Landlord, which may be recorded by Landlord. Tenant also   
agrees to execute any assignment of this Lease by Landlord, evidencing its   
consent to such assignment.  
  
 20. LANDLORD IMPROVEMENT. Landlord shall , in a good and workmanlike   
manner, cause the Demised Premises to be completed in accordance with the   
plans approved by Landlord and Tenant pursuant to Exhibit "A" hereof,   
reserving the right to: (a) make substitutions of material of equivalent   
grade and quality when and if any specified material shall not be readily and   
reasonably available; (b) make changes necessitated or by conditions met   
during the course of construction, provided that Tenant's approval of any   
substantial change (and any reduction of cost incident thereto) shall first   
be obtained (which approval shall not be reasonably withheld so long as there   
shall be general conformity with said working drawings).  
  
 21. WAIVER OF SUBROGATION. Each party hereto hereby waives any and   
every claim which arises or which may arise in its favor and against the   
other party hereto during the term of this Lease, or any extension or renewal   
thereof, for any and all loss of; or damage to, any of its property located   
within or upon or constituting a part of the Building, to the extent that   
such loss or damage is recovered under an insurance policy or policies and to   
the extent such policy or policies contain provisions permitting such waivers   
of claims. Each party agrees to request its insurers to issue policies   
containing such provisions and if any extra premium is payable therefor, the   
party which would benefit from the provision shall have the option to pay   
such additional premium in order to obtain such benefit.  
  
  
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 22. RENT TAX. If; during the term of this Lease or any renewal or   
extension thereof; any tax is imposed upon the privilege of renting or   
occupying the Demised Premises or upon the amount of rentals collected there   
for, Tenant will pay each month, as additional rent, a sum equal to such tax   
or charge that is imposed for such month, but nothing herein shall be taken   
to require Tenant to pay any income, estate, inheritance or franchise tax   
imposed upon Landlord.  
  
 23. PRIOR AGREEMENT, AMENDMENTS. Neither party hereto has made any   
representations or promises except as contained herein or in some further   
writing signed by the party making such representation or promise. No other   
agreement hereinafter made shall be effective to change, modify, discharge or   
effect an abandonment of this Lease, in whole or in part, unless such   
agreement is in writing and signed by the party against whom enforcement of   
the change, modification, discharge or abandonment is sought. Tenant agrees   
to execute any amendment to this Lease required by a mortgagee of the   
Building, which amendment does not materially adversely affect Tenant's   
rights or obligation hereunder.  
  
 24. CAPTIONS. The captions of the paragraphs in this Lease are   
inserted and included solely for convenience and shall not be considered or   
given any effect in construing the provisions hereof.  
  
 25. MECHANIC'S LIEN. Tenant shall, within ten (10) days after notice   
from Landlord, discharge any mechanic's lien for materials or labor claimed   
to have been furnished to the Demised Premises on Tenant's behalf (except for   
work contracted for by Landlord) and shall indemnify and hold harmless   
Landlord from any loss incurred in connection therewith.  
  
 26. LANDLORD'S RIGHT TO CURE. Landlord may (but shall not be   
obligated), on five (5) days notice to Tenant (except that no notice need be   
given in case of emergency) cure on behalf of Tenant any default hereunder by   
Tenant, and the cost of such cure (including any attorney's fees incurred)   
shall be deemed additional rent payable upon demand.  
  
 27. PUBLIC LIABILITY INSURANCE. Tenant shall at all times during the   
term hereof maintain in full force and effect with respect to the Demised   
Premises and Tenants use thereof; comprehensive public liability insurance,   
naming Landlord as an additional insured, covering injury to person in   
amounts at least equal to One Million ($1,000,000) Dollars combined single   
limit bodily injury and property. Tenant shall lodge with Landlord duplicate   
originals or certificates of such insurance at or prior to the commencement   
date of the term hereof; together with evidence of paid-up premiums, and   
shall lodge with Landlord renewals thereof at least fifteen (15) days prior   
to expiration.  
  
  
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 28. ESTOPPEL STATEMENT. Tenant shall from time to time, within ten   
(10) days after request by Landlord, execute, acknowledge and deliver to   
Landlord a statement certifying that this Lease is unmodified and in full   
force and effect (or that the same is in full force and effect as modified,   
listing any instruments or modifications), the dates to which rent and other   
charges have been paid, and whether or not, to the best of Tenant's   
knowledge, Landlord is in default or whether Tenant has any claims or demands   
against Landlord (and, if so, the default, claim and/or demand shall be   
specified).  
  
 29. RELOCATION OF TENANT. Landlord, at its sole expense, on at least   
sixty (60) days prior written notice, may require Tenant to move from the   
Demised Premises to another suite of comparable size and decor in order to   
permit landlord to consolidate the Premises with other adjoining space leased   
or to he leased to another tenant in or coming into the Building. In the   
event of any such relocation, Landlord will pay all the expenses of preparing   
and decorating the new premises so that they will be substantially similar to   
the premises and the expense of moving Tenant's furniture and equipment to   
the relocated premises. Occupancy of the new Premises shall be under and   
pursuant to the terms of this lease. Tenant will have right of first offer to   
lease contiguous space after initial lease-up of such space.  
  
 30. TENANT'S APPROVAL. Prior to installation, Tenant shall have the   
right to inspect the following items that are included as Tenant   
Improvements:   
  
 1. All telephone and data cable within the Demised Premises (to meet  
 specifications provided by Tenant).  
 2. All pinouts to be used on end connectors prior to being punched   
 down within the Demised Premises (to meet specifications provided  
 by Tenant).  
 3. All lighting fixtures within the Demised Premises  
  
 IN WITNESS WHEREOF, the parties hereto have executed this Lease or   
caused this Lease to be executed by their duly authorized representatives the   
day and year first above written.  
  
 LANDLORD: XXXXXXX TOWERS ASSOCIATES, L.P.  
  
  
 BY: /s/ [illegible]  
 -------------------------------------  
  
 DATE: 4/3/95  
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 TENANT: NEPTUNE SYSTEMS, INC.  
  
  
 BY: /s/ [illegible]  
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 DATE: 4/3/95  
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 SCHEDULE "A"  
  
 RENT RIDER  
  
  
  
  
  
 PERIOD ANNUALLY MONTHLY PER SQ.FT.  
 ------ -------- ------- ----------  
   
7/1/95 - 6/30/96 $59,026.00 $4,18.33 $11.00  
7/1/96 - 6/30/00 $80,490.00 $6,707.50 $15.00  
7/1/00 - 6/30/05 $85,856.00 $7,154.67 $16.00  
  
  
  
  
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 EXHIBIT "C"  
  
  
 BUILDING RULES AND REGULATIONS  
  
  
 1. The sidewalks, entryways, passages, corridors, stairways and elevators  
shall not be obstructed by any of the tenants, their employees or agents, or  
used by them for purposes other than ingress or egress to and from their  
respective suites. All safes or other heavy articles shall be carried up or into  
the leased premises only at such times and in such manner as shall be prescribed  
by the Landlord and the Landlord shall in all cases have the right to specify a  
maximum weight and proper position or location of any such safe or other heavy  
article. Any damage done to the Building by taking in or removing any safe or  
from overloading any floor in any way shall be paid by the Tenant. The cost of  
repairing or restoring any part of the Building which shall be defaced or  
injured by a tenant, its agents or employees, shall be paid for by the Tenant.  
  
 2. Each Tenant will refer all contractors, contractors representatives  
and installation techniques rendering any service on or to the leased premises  
for the tenant to Landlord for Landlord's approval and supervision before  
permanence of any contractual service. This provision shall apply to all work  
performed in the Building, including installation of telephones, telegraph  
equipment, electrical devices and attachments and installations of any nature  
affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any  
other physical portion of the Building.  
  
 3. No, sign, advertisement or notice shall be inscribed, painted or  
affixed on any part of the inside or outside of the Building unless of such  
color, size and style and in such place upon or in the Building as shall first  
be designated by Landlord; there shall be no obligation or duty on Landlord to  
allow any sign, , advertisement or notice to be inscribed, painted or affixed on  
any part of the inside or outside of the Building except as specified in a  
tenant's lease. Signs on or adjacent to doors shall be in color, size and style  
approved by Landlord, the cost to be paid by the tenants. A directory in a  
conspicuous place, with the names of tenants, will be provided by Landlord; any  
necessary revision in this will be made by Landlord within a reasonable time  
after notice from the tenant of an error or of a change making revision  
necessary. No furniture shall be placed in front of the Building or in any lobby  
or corridor without written consent of Landlord.  
  
 4. No tenant shall do or permit anything to be done in its leased  
premises, or bring to keep anything therein, which will in any way increase the  
rate of fire insurance on the Building, or on property kept therein, or obstruct  
or interfere with the rights of other tenants, or in any way injure or annoy  
them, or conflict with the laws relating to fire prevention and safety, or with  
any regulations of the fire department, or with any rules or ordinances of any  
Board of Health or other governing bodies having jurisdiction over the Building.  
  
 5. The janitor of the Building may at all times keep a pass-key, and he  
and other agents of the Landlord shall at all times, be allowed admittance to  
the leased premises for purposes permitted in Tenant's lease.  
  
  
  
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 6. No additional locks shall be placed upon any doors without the written  
consent of the Landlord. All necessary keys shall be furnished by the Landlord,  
and the same shall be surrendered upon the termination of this Lease, and the  
Tenant shall then give the Landlord or his agents explanation of the combination  
of all locks upon the doors of vaults.  
  
 7. The water closets and other water fixtures shall not be used for any  
purpose other than those for which they were constructed, and any damage  
resulting to them from misuse or abuse by a tenant or its agents, employees or  
invitees, shall be borne by the Tenant.  
  
 8. No person shall disturb the occupants of the Building by the use of  
any musical instruments, the making or transmittal of noises which are audible  
outside the leased premises, or any unreasonable use. No dogs or other animals  
or pets of any kind will be allowed in the Building.  
  
 9. No bicycles or similar vehicles will be allowed in the building.  
  
 10. Nothing shall be thrown out the windows of the building or down the  
stairways or other passages.  
  
 11. Tenants shall not be permitted to use or to keep in the Building any  
kerosene, camphene, burning fluid or other illuminating materials.  
  
 12. If any tenant desires telegraphic, telephonic or other electric  
connections, Landlord or its agents will direct the electricians as to what and  
how the wires may be introduced, and without such directions no boring or  
cutting for wires will be permitted.  
  
 13. If a tenant desires shades, they must be of such shape, color,  
materials and make as shall be prescribed by Landlord. No outside awning shall  
be permitted.  
  
  
 14. No portion of the Building shall be used for the purposes of lodging  
rooms or for any immoral or unlawful purposes.  
  
 15. No tenant shall store anything outside the building or in any common  
areas in the building.  
  
  
Initial [ILLEGIBLE]  
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 LEASE AMENDMENT  
  
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--------------------------------------------------------------------------------  
  
This Agreement dated JULY 6, 1995 to be made part of a certain Lease dated   
APRIL 3, 1995 between XXXXXXX OFFICE ASSOCIATES, L.P. (henceforth called   
"Landlord") and NEPTUNE SOFTWARE (henceforth called "Tenant") for OFFICE   
space in the XXXXXXX XXXXXX XXXXXX XXXXXXXX, XXXXXXXXX, XXXXXXXXXXXX as more   
particularly described below:  
  
1. The Commencement Date noted in Section 1 of the Lease shall change to  
 September 1, 1995 or later by XXXXXXXXXXXX three weeks prior written notice  
 to Tenant.  
  
2. Schedule "A" of the Lease shall change to the following:  
  
  
  
  
 PERIOD MONTHLY ANNUALLY PER SQ. FT.  
 ------ ------- -------- -----------  
   
 Months 01-04 $0 $0 $0  
 Months 05-12 $4,918.83 $59,026.00 $11.00  
 Months 13-60 $6,707.50 $80,490.00 $15.00  
 Months 61-120 $7,154.67 $85,856.00 $16.00  
  
  
  
3. Upon Tenant occupancy, Landlord shall issue a payment to Tenant of  
 $5,000.00 as additional XXXXXXXXX.  
  
4. The XX sentence of Section 10. DELAY IN POSSESSION, noted with an   
 asterisk, becomes void and unenforceable.  
  
5. All other terms and conditions of the Lease shall remain in full force and  
 effect.  
  
6. Provided Tenant is XXX in Default of any of the terms or conditions of this  
 Lease XXXXXXXX this Lease on the date of the sixth anniversary of the  
 Commencement Date by XXXXXXXXXXXXXX months' prior written notice of such  
 intention and delivering a fee (the XXXXXXXXXXX eight months rent plus all  
 Landlord's costs associated with the lease transaction XXXXXXXXX to be  
 amortized over the remaining Lease Term assuming an interest rate of twelve  
 percent (12%).  
  
7. Landlord shall be known as Xxxxxxx Office Associates, L.P.  
  
  
AGREED AND ACCEPTED  
  
  
  
  
/s/ [illegible]  
----------------------------------- -----------------------------------  
NEPTUNE SOFTWARE XXXXXXX OFFICE ASSOCIATES, L.P.  
  
DATE: 7/6/95 DATE:  
  
  
  
 AMENDMENT TO LEASE  
  
THIS AMENDMENT TO LEASE ("AMENDMENT") is made this 17th day of June, 1996   
between XXXXXXX OFFICE ASSOCIATES, L.P. ("LANDLORD") and NEPTUNE SYSTEMS,   
INC. ("TENANT").  
  
 BACKGROUND  
  
 A. Landlord and Tenant are parties to that certain Lease dated April 3,  
1995 (the "Lease"), pursuant to which Landlord leased to Tenant approximately   
5,366 square feet of space (the "Original Leased Premises") on the sixth   
(6th) floor of the building ("Building") known as Xxxxxxx Tower located at   
0000 Xxxxxxx Xxxx, Xxxxxxxxx, Xxxxxxxxxxxx.  
  
 B. The parties desire to relocate the premises leased to Tenant under the   
Lease from the sixth (6th) floor to the third (3rd) floor and to increase the   
total leased square footage to thirteen thousand nine hundred eighty (13,980)   
rentable square feet (the "New Demised Premises").  
  
 C. The parties desire to amend the Lease to provide for the New Demised   
Premises and to make certain other amendments to the Lease as provided herein.  
  
 NOW, THEREFORE, in consideration of the mutual covenants contained herein,   
the parties hereto, intending to be legally bound, hereby agree as follows:  
  
1. The Demised Premises defined in Section 1 of the Lease changes to the New   
 Demised Premises containing 13,980 rentable square feet located on the   
 third floor of the Building, known as suite 640.  
  
2. The Term defined in Section 2 of the Lease shall be ten (10) years and   
 nine days commencing on July 22, 1996 and ending on July 31, 2006.  
  
3. The Schedule "A" Rent Rider to the Lease changes to the following:  
  
  
 PERIOD MONTHLY ANNUALLY  
   
 July 15, 1996 - July 31, 1997 $15,757.50 $189,090.00  
 August 1, 1997 - July 31, 2001 $19,222.50 $230,670.00  
 August 1, 2001 - July 31, 2006 $20,387.50 $244,650.00  
  
  
4. Tenant's fraction defined in Section 4(a)(iii) of the Lease changes to   
 13,980/166,250 (i.e. 8.41%).  
  
5. Landlord shall improve the New Demised Premises according to the plan   
 drawn by X. X. Xxxx Architects dated May 28, 1996, Revision #2, a copy   
 of which Plan is attached hereto as EXHIBIT "A" and made a part hereof.   
 The cost of improving the New Demised Premises (the "Relocation Cost")   
 which includes a contribution for office furniture of $27,995.20, a   
 moving allowance of $5,000.00 and an improvement allowance of $15.00 per   
 rentable square foot ($209,000.00) shall be borne by the Landlord. In   
 the event that the actual Relocation Cost is greater than $242,695.50   
 but less than $271,303.00, the portion which is greater than $242,695.50   
 will be paid 50% by the Landlord and 50% by the Tenant. In the event the   
 actual Relocation Cost is greater than $271,303.00, the portion which is   
 greater than $271,303.00 will be paid entirely by the Tenant.  
  
6. Tenant shall be notified and offered any space in the Buiding which   
 becomes available on the second, third or fourth floor of the Building   
 prior to such space being leased to a third party. However, Tenant shall   
 not have a right of first refusal with regard to such space.  
  
  
  
  
  
 EXPANSION, EXTENSION & RELOCATION  
 AMENDMENT  
-------------------------------------------------------------------------------  
  
This Amendment dated \_\_\_\_\_\_\_\_\_\_\_ to be made part of a certain Lease  
("Lease")dated APRIL 3, 1995 between XXXXXXX OFFICE ASSOCIATES, L.P. (henceforth  
called "Landlord") and NEPTUNE SOFTWARE (henceforth called "Tenant") for OFFICE  
space in the XXXXXXX XXXXX XXXXXX XXXXXXXX, XXXXXXXXX, XXXXXXXXXXXX as more  
particularly described below:  
  
1. The Demised Premises defined in Section 1 of the Lease changes to 13,980  
 rentable square feet on the third floor of the Building, known as suite  
 640.  
  
2. The Term defined in Section 2 of the Lease shall be ten (10) years and two  
 weeks commencing on July 15, 1996 and ending on July 31, 2006.  
  
3. Schedule "A" Rent Rider changes to the following:  
  
  
 PERIOD MONTHLY ANNUALLY  
   
 July 15, 1996 - July 31, 1997 $15,757.50 $189,090.00  
 August 1, 1997 - July 31, 2001 $19,222.50 $230,670.00  
 August 1, 2001 - July 31, 2006 $20,387.50 $244,650.00  
  
  
4. Tenant's fraction defined in Section 4(a)(iii) changes to 13,980/166,250  
 (i.e. 8.41%)  
  
5. Landlord shall improve the Demised Premises according to the attached plan  
 drawn by X. X. Xxxx Architects dated May 28, 1996, Revision #2. The cost of  
 such buildout which includes a contribution for office furniture of  
 $27,995.20, a moving allowance of $5,000.00 and an improvement allowance of  
 $15.00 per rentable square foot ($209,000.00) shall be borne by the  
 Landlord.  
  
 In the event that the actual costs for improvements are greater than  
 $242,695.50 but less than $271,303.00, the portion which is greater than  
 $242,695.50 will be paid 50% by the Landlord and 50% by the Tenant. In the  
 event the actual costs for improvements is greater than $271,303.00, the  
 portion which is greater than this amount will be paid entirely by the  
 Tenant.  
  
6. Tenant shall be notified of any unit which becomes available on the second,  
 third or fourth floor of the Building - prior to such space being leased to  
 a third party. However, Tenant shall not have a right of first refusal with  
 regard to such space.  
  
  
  
  
  
7. Provided that Tenant is not in default of any of the terms or conditions of  
 the Lease; as amended hereby, and Landlord is unable to provide additional  
 square footage in the Building sufficient to accommodate the reasonable  
 expansion needs of Tenant, Tenant may buy out of this Lease by providing  
 one year's prior written notice to Landlord, of Tenant's intention to  
 terminate the Lease and paying, at the time of such notice, an amount equal  
 to:  
  
 A. The cost of improvements, commissions, and free rent period   
 associated with this Amendment that will remain unamortized   
 over the balance of the lease term assuming an interest rate   
 of ten percent (10%) at the time of the notice; plus  
   
 B. A Lease Cancellation Payment in accordance with the following  
 schedule:  
   
  
 LEASE YEAR DURING WHICH NOTICE IS GIVEN PAYMENT AMOUNT  
   
 1 2 1/2 yrs. rent  
 2 2 1/4 yrs. rent  
 3 2 years rent  
 4 1 3/4 yrs. rent  
 5 1 1/2 yrs. rent  
 6 1 1/4 yrs. rent  
 7 1 years rent  
 8 3/4 years rent  
 9 1/2 years rent  
 10 0 years rent  
  
  
8. Upon Tenant's relocation to the third floor, all partition furniture in the  
 sixth floor space will become the property of the Landlord.  
  
9. All other terms and conditions of the Lease shall remain in full force and  
 effect.  
  
AGREED AND ACCEPTED  
  
  
-------------------------- ------------------------------  
NEPTUNE SOFTWARE XXXXXXX OFFICE ASSOCIATES, L.P.  
Date: / / Date: / /  
  
  
  
  
  
 XXXXXXX OFFICE, INC.  
  
 SUBCONTRACT  
  
 THIS SUBCONTRACT ("Subcontract") is made the day of , 1995, by   
 (hereinafter) referred to as the ("Subcontractor") and XXXXXXX   
OFFICE, INC. (hereinafter referred to as the ("Contractor").  
  
 The subcontractor and the Contractor, in consideration of the mutual  
promises contained herein, and intending to be legally bound hereby, agree as  
follows:  
  
 1. THE SUBCONTRACT WORK.  
  
 A. The Subcontractor shall furnish all labor and material for  
equipment for, and perform all services necessary to complete the Subcontract  
Work (as hereinafter described) in connection with the rehabilitation of the  
existing Xxxxxxx Towers general office building located in the Borough of  
Eddystone, Delaware County, Pennsylvania (hereinafter referred to as the  
"Project"). The Subcontract Work shall be performed in accordance with the  
Construction Agreement between Xxxxxxx Office, Inc.(hereinafter referred to as  
the "Owner") and the Contractor, the exhibits thereto, drawings, plans  
specifications and other contract documents referred to therein and dated the  
January 22, 1991, all of which documents are hereinafter referred to as the  
"Principal Contract" and are incorporated herein by reference. The Subcontract  
Work shall consist of the items listed on Exhibit "A" attached hereto.  
  
 B. The Subcontractor acknowledges that he has completely reviewed  
all drawings, specifications, addenda and other contact documents with regard to  
the Project and is satisfied that it can complete all Subcontract Work in  
accordance with this Subcontract and the Principal Contract.  
  
 C. The Subcontractor shall perform the Subcontract Work in strict  
accordance with the Principal Contract as it relates to the Subcontract Work and  
assumes all the responsibilities and obligations which the Contractor, by the  
Principal Contract, has assumed and agreed to perform for the Owner. Any work  
not specifically referred to in this Subcontract but which may be reasonably  
inferred therefrom shall also be performed and completed when and as required by  
the Subcontractor. To the extent that the Principal Contract imposes standards  
that are stricter than those in this Subcontract, the provisions of the  
Principal Contract shall be given effect.  
  
 D. The Subcontractor acknowledges that it has taken steps reasonably  
necessary to ascertain the nature and location of the Subcontract Work, and that  
it has investigated and satisfied itself as to the general and local conditions  
which can effect the Subcontract Work or its cost, including but not limited to  
(1) conditions bearing upon transportation, disposal, handling, and storage of  
materials; (2) the availability of labor, water, electric power, and roads; (3)  
uncertainties of weather; (4) the confirmation of conditions of the ground; and  
(5) the character of equipment and facilities needed preliminary to and during  
performance. The Subcontractor also acknowledges that it has satisfied itself  
as to the character, quality, and quantity of surface and subsurface materials  
or obstacles and assumes all responsibilities for all such conditions. Any  
failure of the Subcontractor to take the actions described and acknowledged in  
this paragraph will not relieve the Subcontractor from responsibility for  
estimating properly the difficult and cost of successfully performing the  
Subcontract Work, or for proceeding to successfully perform the Subcontract Work  
without additional expense to the Subcontractor. The Contractor assumes no  
responsibility for any conclusions or interpretations made the Subcontractor  
based on the information made available by the Contractor, any engineer or  
Owner. Nor does the Contractor assume the Subcontract Work by any of its  
officers or agents before the execution of this Subcontract, unless that  
understanding or representation is expressly stated in this subcontract.  
  
  
  
  
  
 E. The contractor may at any time issue written orders requiring  
alterations or additions to the Subcontract Work. The Subcontractor shall not  
alter or perform additions to the Subcontract Work except upon receipt of such  
written orders.  
  
 2. TIME OF PERFORMANCE  
  
 A. Time being of the essence hereunder, the Subcontractor shall  
begin, prosecute, and complete the Subcontract Work at the times required by the  
Contractor.  
  
 B. If the Subcontractor shall be delayed in beginning, prosecuting  
or completing the Subcontract Work by the act, omission, neglect or default of  
the Contractor, the Owner, or any contractor subcontractor performing work upon  
the Project, or by any damage caused by fire or other casualty for which the  
Subcontractor is not responsible, the time of the completion of the Subcontract  
Work shall be extended for such period of time as the time lost by reason of any  
of the aforesaid causes. Such an extension shall be the Subcontractor's sole  
and exclusive remedy for such delay and the Contractor shall not be responsible  
for any increased costs, charges, expenses or damages of any kind resulting from  
such delay.  
  
 C. No allowance of an extension of the time for performance of the  
Subcontract Work will be granted, unless a claim therefore is presented to the  
Contractor in writing within forty-eight hours of the occurrence of the cause  
hereof.  
  
 D. If the contractor shall at any time be behind in the Subcontract  
Work, or if in the opinion of the Contractor, the Subcontractor is delaying the  
progress of the work necessary to complete the Project, then and in either such  
event, if requested by the Contractor, the Subcontractor, at its sole cost and  
expense, shall perform such overtime work as may be necessary to keep abreast  
with the general progress of the work at the Project, and/or to complete the  
Subcontract Work at the time required by the Contractor and Subcontractor is set  
forth on Exhibit "A" together with the description of the Subcontract Work.  
  
 3. PAYMENT  
  
 A. The space Contractor shall pay the Subcontractor for the  
performance of the Subcontract Work the Sum of   
($ )(hereinafter referred to as the "Subcontract Price"), subject   
to such additions and deductions for alterations or additions to the   
Subcontract Work as may be ordered by the Contractor. The Subcontract Price   
shall be paid to the Subcontractor as hereinafter provided.  
  
 B. Before beginning the Subcontract Work, the Subcontract shall  
prepare and submit to the Contractor for approval an itemized breakdown of the  
Subcontract Price, allocating amounts thereof to the several items of work and  
material of the Subcontract Work conforming to the breakdown of items designated  
by the Contractor, which itemized breakdown, upon approval by the Contractor,  
shall be used as the basis for all requisitions for payment submitted by the  
Subcontractor to the Contractor.  
  
 C. The Subcontractor, unless otherwise directed by the Contractor,  
shall submit to the Contractor on or about the tenth (10th) day of each calendar  
month a requisition containing an itemized estimate of the Subcontract Work done  
and materials furnished and incorporated into the Project during the recent  
calendar month which shall be in such form and be supported by such information,  
certificates and documents as the contractor shall require. The amount to which  
the Subcontractor shall be entitled upon any such monthly requisition shall be  
the amount approved by the Owner's construction lender.  
  
  
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 D. It is the intent of the Contractor and the Subcontract that:   
(1) payments to the Subcontractor shall be made from a fund, the sole source   
of which shall be funds paid by the Owner to the Contractor, and (2) the risk   
of the Owner's insolvency and/or failure to make such payments shall be borne   
by the Subcontractor. With the foregoing in mind, the Contractor and   
Subcontractor agree that the Contractor shall pay to the Subcontractor within   
five (5) days after receipt of the corresponding payment from the Owner,   
ninety percent (90%) of the amount approved by the Owner's construction   
lender.  
  
 E. The balance due or final payment to the Subcontractor shall be  
paid by the Contractor to the Subcontractor within five (5) days after receipt  
of final payment from the Owner for the Subcontract Work. Before issuance of the  
final payment, the Subcontractor shall submit evidence satisfactory to the  
Contractor that all payrolls, bills for materials and equipment, and all known  
indebtedness connected with the Subcontractor's Work have been satisfied.  
  
 F. The Subcontractor agrees to and does hereby accept full and  
exclusive liability for the payment of any and all contributions, taxes or  
insurance of any description whatsoever, now or hereafter imposed by any  
authority, which are measured by the wages, salaries or other remuneration's  
paid to persons employed by the Subcontractor on work performed pursuant to the  
terms of this Subcontract. Furthermore, the Subcontractor agrees to and does  
hereby accept full and exclusive liability for payment of any all personal  
property taxes, inventory taxes, sales taxes, use taxes, excise taxes, fuel  
taxes, transportation taxes, franchise taxes, and all other taxes and/or tax  
assessments in any manner whatsoever relating to the materials, supplies, tools,  
machinery, equipment and plant which may be purchased, acquired, rented or used  
by Subcontractor relating to all work performed under this Subcontract as is or  
may be imposed or assessed by any Federal, State, Local, or other political  
subdivision or agency. Notwithstanding the foregoing, the Contractor shall have  
the right, but not the obligation to pay directly to anyone performing any part  
of the Subcontract Work any amount due for labor, materials, equipment or  
services supplied in connection with the performance of the Subcontract Work. In  
such event, the Contractor shall also have the right but not the obligation to  
pay directly to any tax authority or agency any tax or other payment or charge  
which the Contractor would have been required to pay or to have withheld and  
pay. All such payments made by the Contractor shall be credited against the  
payment then due the Subcontractor. This provision is not intended to and shall  
not create any third party beneficiary rights in any third party nor shall it  
impose any obligation upon the Contractor to supervise payments due by the  
Subcontractor to any of its subcontractors, materialmen, laborers, suppliers or  
taxing authorities.  
  
 G. The Contractor may deduct from amounts due or to become due to  
the Subcontractor, any sums due or to become due to the Contractor from the  
Subcontractor whether or not said sums are in any way related to this  
Subcontract or Project. Contractor may apply such deducted funds to any account  
related or unrelated to this Subcontract or Project, wherein the obligations of  
the Subcontractor have not been discharged and wherein the Contractor's  
interests are directly or indirectly involved.  
  
 If the Subcontractor is in default of, or breaches or fails to   
comply with any provision, covenant or requirement of this Subcontract; or   
any person assets, or indicates that he will assert, any lien, claim, demand   
or charge against the Project or land or improvements or funds related to the   
Project, or against the Owner or the Contractor, arising from Subcontractor's   
performance of this Subcontract, the Contractor may, at this option, withhold   
out of any payments due or to become due to the Subcontractor such amounts as   
the Contractor, in its sole discretion, may deem sufficient to completely   
protect and indemnify the Contractor and the Owner from any and all loss,   
damage and/or expense therefore, including attorney's fees and litigation   
costs, until the condition requiring such measures has been remedied by the   
Subcontractor. If the offending condition is not remedied by the   
Subcontractor within a reasonable period of time, the Contractor may, in its   
discretion, determine as being in the best interest of itself and/or the   
Owner. If the Contractor is compelled to expend monies in defending,   
discharging or otherwise disposing of any claim or lien or other demand in   
excess of retained or withheld sums, the Subcontractor shall, upon demand,   
reimburse the Contractor for the excess amount so expended, including   
reasonable attorney fees and costs incurred by Contractor incident to such   
defense, discharge or disposition and/or incident to Contractor's collection   
from Subcontractor of such excess.  
  
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 H. Payments made hereunder shall not be evidence of the acceptance  
of performance of this Subcontract, either wholly or in part, and no payment  
shall be construed to be an acceptance of the Subcontract Work, or any part  
thereof. Acceptance by the Subcontractor of the final payment hereunder shall be  
deemed to be a complete and unconditional release of any and all existing or  
future claims or demands by the Subcontractor against the Contractor, known or  
unknown, hereunder or in connection herewith, whatever they may be or howsoever  
they may arise, as well as for every action and neglect of the Contractor and  
any person or firm for whom the Contractor shall or may be deemed responsible.  
  
 I. The Subcontract Price includes all federal, state, municipal and  
local taxes including but not limited to sales and or use taxes applicable to  
the performance of the Subcontract Work.  
  
 4. INSURANCE  
  
 A. The Subcontractor, before beginning the Subcontract Work, shall  
procure from such insurance company or companies and/or its or their affiliated  
companies as may be approved by the Contractor, policies with such limits of  
liability as the Contractor shall deem necessary to protect the Contractor from  
claims under Workmen's Compensation, Public Liability, Property Damage, and such  
other insurance or coverage as required by the Contractor or the Principal  
Contract, including without limitation claims for damages for personal injury,  
including death, which may arise from operations under this Subcontract carried  
on either by the Subcontractor or by any of its subcontractors. The  
Subcontractor shall, by making all payments of the premiums due thereon,  
maintain said insurance policies in full force and effect until such time as all  
the Subcontract Work shall have been entirely completely and accepted in  
accordance with the Principal Contract. Certificates evidencing that such  
required insurance is in with the Principal Contract. Certificates evidencing  
that such required insurance is in effect shall be furnished by the  
Subcontractor to the Contractor promptly after such insurance has been procured.  
Such certificates shall not be altered, amended or terminated until the  
insurance company which has issued said policy has given the Contractor notice  
thereof and thirty (30) days have elapsed from the date of Contractor's receipt  
of said notice.  
  
 B. In case of the failure of the Subcontractor to provide or   
maintain such insurance and policies in full force and effect as aforesaid,   
the Subcontractor hereby authorizes the Contractor, without any notice of its   
intention to do so, to provide such required policies of insurance and other   
coverage, on behalf for the account of the Subcontractor and to pay any and   
all premiums due thereon, and to deduct the aggregate amount of such premiums   
so paid by the Contractor from any monies, which may be due or thereafter   
become due to the Subcontractor under this Subcontract.  
  
 C. This Subcontractor, by compliance with the foregoing requirements  
as to insurance, shall not be relieved from any liability whatsoever imposed by  
the provisions of this Subcontract, the Principal Contract or otherwise.  
  
 5. INDEMNIFICATIONS.  
  
 A. The Subcontractor hereby agrees to indemnify and hold harmless  
the Contractor and its officer's directors, agents, representatives, employees,  
successors and assigns from and against any and all claims, loss, damage, costs,  
suits, actions, causes of action, expenses and liability of any kind which it or  
any of them may incur, suffer, sustain or be required to pay by reason of the  
injury or death of any person or the damage to any property whatsoever, caused  
or alleged to have been caused by any act or omission of the Subcontractor or  
any of its suppliers or subcontractors, or the employees, agents or  
representatives of the Subcontractor or any of its suppliers or subcontractors,  
arising out of, or in any manner connected with the performance of the  
Subcontract Work.  
  
 B. The Subcontractor agrees to indemnify and hold harmless the   
Contractor from and against any and all actions, suits, proceedings, claims   
or demands arising out of, or alleged to have arisen out of the performance   
of, or the operations under this Subcontract. If any action, suit or   
proceeding is instituted against   
  
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the Contractor based upon any liability or defect arising out of or alleged   
to have risen out of the performance or the operations under this Subcontract,   
the Contractor shall, within thirty (30) days, give notice in writing thereof   
to the Subcontractor. Upon the receipt of such notice, the Subcontractor, at   
its own cost and expense, shall defend against such action, suit proceeding,   
claim, counterclaim, set-off, recoupment or other defense and take all such   
steps as the Contractor may deem necessary to prevent the obtaining of   
Judgment against or the successful maintenance of such claim, counterclaim,   
set-off, recoupment or other defense against the Contractor. Notwithstanding   
the foregoing, the Contractor shall be permitted to be represented by its own   
counsel should Contractor so desire.  
  
 C. If any action, suit, proceeding, claim or demand is made against  
the Contractor, its officers, directors, agents, representatives, employees,  
successors or assigns against which the Subcontractor has herein agreed to  
indemnify the Contractor, then the Contractor may withhold from any payment due  
or hereafter to become due to the Subcontractor hereunder, an amount sufficient  
in its sole judgment to protect and indemnify it from such action, suit,  
proceeding, claim or demand, together with legal fees ad disbursements.  
  
 6. ADDITIONAL OBLIGATIONS OF THE SUBCONTRACTOR  
  
 A. The Subcontractor shall:  
  
 (1) provide and supply, in the performance of the Subcontract Work   
a sufficient number of properly skilled and other workmen and whatever   
material, tools, equipment, machines, services, storage sheds, workshops,   
offices, other temporary structures and other facilities which shall be   
necessary to the performance of the Subcontract Work. The Subcontractor   
agrees that the Contractor's equipment shall be available to the   
Subcontractor only at the Contractor's discretion and on mutually agreeable   
terms. All equipment, materials and articles incorporated in the Subcontract   
Work shall be new and of the most suitable grade for the purpose intended,   
otherwise specifically provided in this Subcontract or the contract documents   
for the Project. References in the contract, documents for the Project to   
equipment, material, articles, or patented processes by trade, make, or   
catalog number shall be regarded as establishing a standard of quality. The   
Subcontractor at its option, may use any equipment, material, article or   
process that, in the sole judgment of the Contractor, is equal to that named   
in the Specifications provided in the Principal Contract. The Contractor may   
withhold such approval for any reason.  
  
 (2) obtain the Contractor's approval of the machinery and mechanical  
and other equipment to be incorporated into the Subcontract Work. Machinery,  
equipment, material and articles that are not approved shall be installed or  
used at the risk of subsequent rejection.  
  
 (3) give all notices and comply with all laws, ordinances, rules and  
regulations and orders of any public authority bearing on the performance of the  
Subcontract Work. The Subcontractor shall secure and pay for permits and  
governmental fees, licenses and inspections necessary for the proper execution  
and completion of the Subcontract Work. The Subcontractor shall also comply  
with federal, state and local tax laws, social security acts, unemployment  
compensation acts and worker's or workmen's compensation acts insofar as  
applicable to the performance of this Subcontract.  
  
  
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 (4) within twenty-four hours after receiving written notice from   
the Contractor to that effect, proceed to remove from the Project site all   
materials condemned by the Contractor or the Owner's construction lender,   
whether worked or unworked, and to take down all portions of the Subcontract   
Work which the Contractor or the Owner's construction lender shall by like   
written notice condemn as unsound or improper, or which in any way fails to   
conform to the drawings or specifications for the Project. The Subcontractor   
shall make good all work damaged or destroyed thereby.  
  
 (5) at all times keep the Project site free from accumulation of   
waste material and rubbish resulting from operations under this Subcontract   
and shall at completion clean up and remove from the Project site all rubbish   
and debris resulting from the performance of the Subcontract Work.  
  
 (6) coordinate the Subcontract Work with all subcontractors   
provided however that the Contractor may, at its election, control and direct   
such coordination. In carrying out its Subcontract Work the Subcontractor   
shall take all necessary precautions to protect the finished work of other   
trades from damage caused by its operation.  
  
 (7) not employ any persons in the performance of this Subcontract   
whose employment might be reasonably objected by the Contractor or Owner. In   
the interest of harmonious relations and to facilitate the orderly and   
efficient progress of the work on this Project, the Subcontractor hereby   
agrees to promptly remove from the Project any supervisor, employee, xxxxxxx   
or subcontractor to whom the Contractor reasonably objects and such person or   
party shall not again be employed in an portion of the Subcontract Work.  
  
 (8) abide by the safety rules and regulations established by the   
Contractor or promulgated by any federal, state or local government body or   
agency with appropriate jurisdiction.  
  
 B. The Subcontractor shall not sell, let, assign or transfer this   
Subcontract, or any part of the Subcontract Work, or any balances or sums of   
money due or to become due and payable hereunder, without the written consent   
of the Contractor which consent may be withheld by the Contractor for any   
reason or no reason.  
  
 C. In the event of any failure of the Subcontractor to complete the   
Subcontract Work within the required time or upon the dates set forth on   
Exhibit "A", the Subcontractor shall pay to the Contractor such damages as   
the Contractor may sustain by reason of any such delay directly or indirectly   
attributable to or caused by the Subcontractor, including but not limited to,   
recovery of the Contractor's overhead and expense related to managing and   
supervising the Principal Contract work during or equal to any period of time   
resulting from such delay of the Subcontractor; and the Subcontractor further   
agrees that neither the payment of such damages nor any liability incurred   
for the payment of such damages shall release the Subcontractor from its   
obligation to otherwise fully perform this Subcontract; provided however,   
that the Contractor, in its sole discretion, may in addition to and not in   
lieu of any foregoing right or remedy immediately and without further notice   
to the Subcontractor terminate this Subcontract. The Subcontractor further   
agrees that the Contractor may set-off against any sums due from the   
Contractor to the Subcontractor for work performed, all damages or   
reimbursements payable from the Subcontractor to the Contractor pursuant to   
the terms of this Agreement.  
  
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 D. If at any time the Contractor in its sole discretion determines   
that the Subcontractor's financial condition has become impaired, unstable or   
unsatisfactory, the Contractor shall have the option to immediately cancel   
this Subcontract or to initiate such other action as the Contractor may, in   
its sole discretion, deem necessary for the protection or preservation of its   
interests and/or the prevention of delay in the efficient and or delay   
progress of work on the Project, including but not limited to that portion of   
such work to be performed by Subcontractor hereunder. In the event of such   
cancellation, the rights of the Contractor shall be the same as if the   
Subcontractor has willfully refused to further perform this Subcontract.  
  
 E. It is acknowledged that the Subcontract Work provided for in this   
Subcontract constitutes only a part of the work being performed on this   
Project for the Owner by the Contractor and other subcontractors. The   
Subcontractor therefore agrees to perform the Subcontract Work in such a   
manner that it will not injure or damage any other work performed by the   
Contractor or any other subcontractor, and Subcontractor further agrees:  
  
 (1) to furnish continuous and effective protection at all times   
for its work in place and all materials stored for use under this Subcontract   
and to bear and be solely liable for all loss and/or damage of any kind to it   
in connection with said work and [ILLEGIBLE] liable for all loss and/or   
damage of any kind to or in connection with said work and materials at any   
time [ILLEGIBLE] final completion and acceptance thereof unless said loss or   
damage is caused solely by the negligence [ILLEGIBLE] and is subject to   
recovery [ILLEGIBLE] applicable insurance policies as may be in effect.  
  
 (2) to furnish [ILLEGIBLE] be required to adequately protect the   
work in place and the property of the [ILLEGIBLE] other subcontractors from   
damage or injury as a result of its execution of this [ILLEGIBLE] from its   
operations hereunder.  
  
 (3) to report to [ILLEGIBLE] any damage to its property or work   
in place, describing such damage and circumstances [ILLEGIBLE] available, an   
estimate of the cost of restoration and identification of the [ILLEGIBLE]  
  
 (4) to repay or [ILLEGIBLE] any damage or injury to the work or   
property of the Owner, the Contractor and [ILLEGIBLE] to the work or the   
property of the Owner, the Contractor and other [ILLEGIBLE] by or arising   
from the performance of its subcontract work, including the cost of   
replacing, [ILLEGIBLE] removed or displaced in the course of correcting or   
repairing work [ILLEGIBLE] rejected by the Owner or the Owner's construction   
lender or which are [ILLEGIBLE] of this [ILLEGIBLE].  
  
 F. Whenever it may [ILLEGIBLE] Contractor to [ILLEGIBLE] Contractor   
shall be permitted to occupy and/or use any [ILLEGIBLE] of the Subcontract   
Work which has been either partially or fully completed by the Subcontractor   
before [ILLEGIBLE] inspection and acceptance thereof by the Owner, but such   
use and/or occupation shall not relieve the Subcontractor of its guarantee of   
said work and materials nor of its obligation to make good at its own expense   
any defect in materials and workmanship which may occur or develop prior to   
the Contractor's release from responsibility to the Owner, provided, however,   
the Subcontractor shall not be responsible for the maintenance of such   
portion of work as may be used and/or occupied by the Contractor, not for   
any damage thereto that is due to or caused by the Contractor during such   
period of use.  
  
 7. MECHANICS' LIEN AND CLAIMS.  
  
 A. The Subcontractor any person or persons acting through or   
under the Subcontractor shall not file or maintain any mechanics' claims or   
liens against the Project, or any of the building included in the he Project,   
or the ground which the Subcontract Work is to be performed, for or on   
account of any work done or materials furnished by the Subcontractor and any   
such person or persons as aforesaid for the Subcontract Work under this   
Subcontract, or otherwise. The Subcontractor, for and on behalf of the   
Subcontractor any other person or persons as aforesaid, hereby expressly   
waive and relinquish the right to have, file or maintain any mechanics'  
  
  
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claim or lien against the Project, the buildings included in the Project and   
the ground upon which the Subcontract Work is to be performed, or any of   
them, which waiver shall be and hereby is made an independent covenant and   
shall operate and be effective also with respect to work and labor done and   
materials furnished under any supplemental agreement between the Contractor   
and Subcontractor, or any agreement for extra work done, performed, furnished   
or supplied in and about the Project, although not therein referred to as   
work and labor performed and materials furnished under this Subcontract.   
Upon the execution of this Subcontract, the Subcontractor shall properly   
execute and deliver to the Contractor a waiver of liens in the form supplied   
to it by the Contractor.  
  
 B. The Subcontractor when required by the Contractor as a   
condition precedent to the making of the final payment hereunder, shall   
furnish to the Contractor a full and complete release and discharge, in a form  
satisfactory to the Contractor, of all liens, claims, and demands arising out   
of or relation to the Subcontract Work and any and all materials furnished,   
work done and equipment used in connection therewith. Furthermore, if, prior   
to final payment, the Owner or any party providing financing for the Project   
requests a release of liens from the Subcontractor, the Subcontractor shall   
execute and deliver such release of lien in a form satisfactory to the Owner   
or such other party.  
  
 8. DEFAULT.  
  
 A. If the Subcontractor fails to comply, or becomes unable to   
comply, or with reasonable probability (as determined solely by Contractor)   
will become unable to comply with any of the provisions of this Subcontract;   
or if the Subcontractor fails at any time to supply a sufficient number of   
properly skilled workmen or sufficient supplies, materials, machines,   
equipment or plant of proper quality or fails in any respect to prosecute the   
Subcontract Work with promptness and diligence, or cause by any action or   
omission a stoppage of, delay in, or interference with the work of the   
Contractor or other subcontractors of the Contractor; or if the Subcontractor   
abandons the Subcontract Work, or any part thereof, the Contractor may, in   
addition to and without prejudice to any other right or remedy, terminate   
this Subcontract and immediately without notice to Subcontractor take over   
and complete the performance of the Subcontract Work to have been performed   
hereunder at the expense of the Subcontractor, or the Contractor may, without   
terminating this Subcontract taking over the Subcontract Work, immediately   
and without notice to the Subcontractor, furnish the necessary materials and   
labor by itself or through others, to remedy the situation, all at the   
expense of the Subcontractor. The parties hereto further agree that any of   
the following shall, without limitation, at the option of the Contractor,   
constitute inability to comply with the provisions of this Subcontract for   
purposes of this Article: (a) the filing of a petition in bankruptcy or a   
petition for the appointment of a receiver by or against the Subcontractor;   
or (b) the insolvency of the Subcontractor or its inability to meet its debts   
as they mature; or (c) the establishment of a committee of creditors   
involving the Subcontractor's business or assets, or the making of an   
assignment for the benefit of Subcontractor's creditors, or (d) the failure   
or refusal of the Subcontractor to respond by written reply to or by   
satisfactory compliance with, any written order or notice duly issued by the   
Contractor.  
  
 B. If the Subcontractor shall be adjudged bankrupt, or make a   
general assignment for the benefit of creditors, or a Receiver be appointed   
on account of the insolvency of the Subcontractor, or if the Subcontractor at   
any time refuses or neglects to supply a sufficient number of properly   
skilled and other workmen and equipment or an adequate amount of materials of   
the proper quality, as required by the Contractor, or fails to make prompt   
payment for materials, labor or equipment furnished and supplied in the   
performance of the Subcontract Work, or fails to submit to the Contractor   
satisfactory evidence of the payment by the Subcontractor of all indebtedness   
incurred for material labor and equipment included in any previous monthly   
statement or fails in the performance of any of the agreements herein   
contained, the Contractor has the right, without prejudice to any other right   
or remedy available to the Contractor on forty-eight (48) hours written   
notice to the Subcontractor, either to provide any such labor, materials or   
equipment and deduct the cost thereof from any payments then or thereafter   
due to the Subcontractor, or to terminate the employment of the Subcontractor   
for the Subcontract Work and to enter upon the Project site and take   
possession, for the purpose of completing the Subcontract Work, of all   
materials, tools and appliances thereon and to employ any other person or   
persons to finish the Subcontract  
  
  
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Work and to provide the materials therefor; and in case of such   
discontinuance of the employment of the Subcontractor, the Subcontractor   
shall not be entitled to receive any further payment under this Subcontract.  
  
After the work under the principal contract has been finished and accepted, if  
the expense incurred by the Contractor in finishing the Subcontract Work exceeds  
the unpaid balance of the amount to be paid under this Subcontract, the  
Subcontractor shall pay the difference to the Contractor.  
  
 9. MISCELLANEOUS  
  
 A. The waiver by the Contractor of any breach or default of this  
Subcontract by the Subcontractor shall not be construed as a waiver of any other  
breach or default of the same or any other terms, conditions, provisions or  
covenants of this or any other agreement between the parties hereto. Forbearance  
from demanding strict compliance with any term or provision of this Subcontract  
or any other agreement between the parties hereto shall not operate as a waiver  
and shall not prevent the Contractor from subsequently demanding strict  
compliance therewith.  
  
 B. Disputes which may arise hereunder between the Contractor and the  
Subcontractor shall not interfere with the diligent performance by the  
Subcontractor of the Subcontract Work.  
  
 C. The laws of the Commonwealth of Pennsylvania shall be applicable  
to this Subcontract and shall be used to decide any dispute related to this  
Subcontract.  
  
 D. The Subcontractor agrees that the sole and exclusive venue for  
any suit brought by it against the Contractor shall be Delaware County,  
Pennsylvania.  
  
 E. The Contractor and the Subcontractor, and their heirs, executors,  
administrators, successors and assigns shall be bound by and shall fully perform  
the covenants herein contained.  
  
 F. Any and all notices given hereunder shall be in writing and shall  
be sent by certified mail, return receipt requested, addressed as follows:  
  
 If to Contractor:  
  
 XXXXXXX OFFICE, INC.  
 000 XXXXX XXXX, XXXXX # 0000  
 XXXXXXXXXXXX, XX 00000  
  
 If to Subcontractor:  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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or to such other address or addresses as either of the parties hereto shall  
notify the other in accordance with the terms of this Agreement.  
  
  
  
 CONTRACTOR  
  
 XXXXXXX OFFICE, INC.  
  
  
ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 SUBCONTRACTOR  
  
  
ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
  
  
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 GUARANTEE  
   
 The undersigned hereby jointly and severally guarantee to the Contractor  
the performance of all of the Subcontractor's obligations at the time and in the  
manner provided for in the foregoing Subcontract including, but not limited to,  
payment of any sums which the Subcontractor may be required to pay the  
Contractor because of the Subcontractor's breach of the foregoing Subcontract.  
  
 The undersigned hereby irrevocably authorize and empower any attorney or  
attorneys or the Prothonotary or Clerk of the Court of record in the  
Commonwealth of Pennsylvania or elsewhere if the Subcontractor becomes obligated  
to pay any sum to the Contractor under the terms of the foregoing Subcontract  
and fails or refuses to do so within ten (10) days of receipt of notice of  
demand for such payment to appear for and to confess judgment therein against  
the undersigned for the unpaid amount due the Contractor, together with  
interest at the rate of twelve percent (12%) per annum from the date of judgment  
until actual payment is obtained by the Contractor. The undersigned hereby  
waivers and relinquishes all errors, defects and imperfections in the entry of  
judgment as aforesaid, or in any proceeding pursuant thereto. If a copy hereof,  
verified by affidavit, shall be filed in said proceedings, it shall not be  
necessary to file the original as a warrant of attorney. The Warrant of Attorney  
to Confess Judgment hereunder shall not be extinguished by one or more exercises  
thereof, but may be exercised from time to time until all of the Subcontractor's  
obligations to the Contractor under the foregoing Subcontract are paid in full.  
  
Witnessed by:  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)  
  
  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)  
  
  
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 EXHIBIT "A"  
  
 DESCRIPTION OF SUBCONTRACT WORK AND  
 DATE FOR COMPLETION OF THE SUBCONTRACT WORK  
  
  
 A. DATE OF COMPLETION.  
  
 The Subcontractor shall complete the Subcontract Work on or before the  
31st day of August, 1995.  
  
 B. The Subcontract Work shall consist of the following:  
  
  
  
  
  
  
  
  
  
  
  
  
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 SCHEDULE "A"  
  
 RENT RIDER  
  
  
 PERIOD ANNUALLY MONTHLY PER SQ. FT.  
---------------- ---------- --------- -----------  
7/1/95 - 6/30/96 $59,026.00 $4,918.33 $11.00  
7/1/96 - 6/30/00 $80,490.00 $6,707.50 $15.00  
7/1/00 - 6/30/05 $85,856.00 $7,154.67 $16.00  
  
  
  
  
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 IN THE COURT OF COMMON PLEAS  
 DELAWARE COUNTY, PENNSYLVANIA  
  
XXXXXXX OFFICE ASSOCIATES, L. P. :  
A Pennsylvania Limited Partnership :  
 :  
 Owner-Plaintiff :  
 v. :  
 :  
----------------------------------- :  
 Subcontractor-Defendant :  
 :  
AND :  
  
  
----------------------------------- :  
 Subcontractor-Plaintiff :  
 v. :  
 :  
XXXXXXX OFFICE ASSOCIATES, L. P. :  
A Pennsylvania Limited Partnership :  
 :  
 Owner-Defendant :  
  
  
 WAIVER OF LIENS  
  
THIS WAIVER OF LIENS ("Waiver") is made this \_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
1995 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Subcontractor") in favor of XXXXXXX OFFICE   
ASSOCIATES, L. P. (the "Owner").  
  
WHEREAS, the Owner is the legal owner of the real estate located in the   
BOROUGH OF EDDYSTONE, with an address of 0000 XXXXXXX XXXX, XXXXXXXXX, XX   
(the "Property"); and  
  
WHEREAS, by an agreement dated July 7, 1995 ("Agreement"), Owner and Xxxxxxx   
Office, Inc. ("General Contractor") contracted for the construction and   
completion of certain improvements on the Property as more fully described in   
the Agreement ("Improvements"); and  
  
WHEREAS, by the terms of the Agreement, General Contractor has agreed that no   
mechanics or materialman's lien or claim would be filed or maintained on the   
Property or any part thereof, either by itself or anyone else for or on   
account of any work, labor, or materials supplied in the performance of the   
Agreement, or under any supplemental contract for extra work, in the   
construction or completion of the Improvements on the Property; and  
  
WHEREAS, prior to the date of this Waiver, General Contractor has executed   
and delivered to Owner a waiver of liens similar to this Waiver; and  
  
WHEREAS, the Subcontractor excecuted a contract with the General Contractor   
(the "Contract") to provide labor, work, materials and/or supplies at the   
Property, and the Contract requires the Subcontractor to execute a waiver of   
liens.  
  
NOW THEREFORE, in consideration of the mutual covenants and agreements   
contained herein and in the Contract, the parties hereto, intending to be   
legally bound hereby, agree as follows:  
  
  
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 1. The Subcontractor, for itself and anyone else acting or claiming  
through or under it, hereby waives and relinquished all right to file a   
mechanics' lien, claim or notice of intention to file any lien or claim, and   
hereby covenants, promises and agrees that no mechanics' lien or claim or   
other lien or claim of any kind whatsoever shall be filed or maintained   
against the Improvements or the estate of title of Owner in the Property or   
curtilage or curtilages appurtenant thereto, by or in the name of   
Subcontractor or any subcontractor, materialmen or laborers for work done or   
materials furnished under the Contract or by any of them for and about the   
Improvements or the Property or any part thereof, or on credit thereof, so   
that there shall not be any legal or lawful claim of any kind whatever   
against the Owner for any work done or labor or materials furnished under the   
Contract for and about the erection, construction and completion of the   
Improvements, or under any contract for extra work, or for work supplemental   
thereto, or otherwise.  
  
 2. This Waiver waiving the right of lien shall be an independent covenant  
and shall operate and be effective as well with respect to work done and  
materials furnished under any supplemental contract for extra work in the  
erection, construction and completion of the Improvements as to any work and  
labor done and materials furnished under the Contract.  
  
 3. In order to give the Owner full power and authority to protect  
themselves, the Improvements, the Property, the estate or title of the Owner  
therein, and the curtilage or curtilages appurtenant thereto against any and all  
liens or claims filed by the Subcontractor or anyone acting under or through him  
in violation of the foregoing covenant, the Commonwealth of Pennsylvania, to  
appear as attorney for it, them, or any of them, in any such Court and in its or  
their name or names, (a) to the extent permitted by law, xxxx satisfied of  
record at the cost and expense of the Subcontractor or of any subcontractor,  
materialman, any and all claim or claims, lien or liens, filed in violation of  
the foregoing covenant, or (b) cause to be filed and served in the name of  
Subcontractor or any subcontractor or anyone else acting under or through if any  
pleading or instrument, or any amendment to any pleasing or instrument  
previously filed by it or them, to incorporate therein, as part of the record,  
the waiver contained in this instrument, and for such act or acts, a copy of  
this executed instrument shall be good and sufficient warrant and authority, and  
a reference to the court, term and number in which and where this Waiver stall  
have been filed shall be sufficient exhibit of the authority herein contained to  
warrant such action, and the Subcontractor does hereby remise, release and  
quitclaim all rights and all manner of errors, defects and imperfections  
whatsoever in entering such satisfaction or in filing such pleading, instrument  
or amendment, or in any way concerning them.  
  
 4. The Subcontractor hereby warrants that no work or labor of whatsoever  
kind or nature, has as yet been done and that no materials or services  
whatsoever have as yet been furnished by anyone, under, towards or in connection  
with the execution or performance of said Contract.  
  
 5. This Waiver shall bind the Subcontractor and its successors and   
assigns.  
  
 IN WITNESS WHEREOF, the Subcontractor has caused this Waiver of Liens to be  
duly executed the day and year first written above written.  
  
 CORPORATE SUBCONTRACTOR  
  
ATTEST ---------------------------  
  
 By:  
---------------------- -----------------------  
  
 Its:  
 -----------------------  
[CORPORATE SEAL]  
  
WITNESS: INDIVIDUAL SUBCONTRACTOR  
  
 (SEAL)  
--------------------------- ---------------------------  
 PRINTED INDIVIDUAL SUBCONTRACTOR NAME  
  
  
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 THIRD AMENDMENT TO LEASE  
  
-------------------------------------------------------------------------------  
  
THIS THIRD AMENDMENT TO LEASE ("THIRD AMENDMENT") is made this 26th day of  
June, 1996 between XXXXXXX OFFICE ASSOCIATES, L.P. ("LANDLORD") and NEPTUNE  
SYSTEMS, INC. ("TENANT").  
  
 BACKGROUND  
  
A. Landlord and Tenant are parties to that certain Lease ("LEASE") dated April  
 3, 1995, pursuant to which Landlord leased to Tenant approximately 5,366  
 square feet of space (the "ORIGINAL LEASED PREMISES") on the sixth floor of  
 the building ("BUILDING") known as Xxxxxxx Tower located at 0000 Xxxxxxx  
 Xxxx, Xxxxxxxxx, Xxxxxxxxxxxx. The Lease was amended pursuant to that  
 certain Lease Amendment dated July 6, 1995 (the "FIRST AMENDMENT") and was  
 further amended pursuant to that certain Amendment to Lease dated June 17,  
 1996 (the "SECOND AMENDMENT").  
  
B. The Second Amendment expanded and relocated the Demised Premises to 13,980  
 square feet on the third floor of the Building which was referred to as the  
 "NEW DEMISED PREMISES", and the Tenant relinquished its rights in the  
 Original Leased Premises.  
  
C. The Tenant desires to include the Original Leased Premises with the New  
 Demised Premises as part of Tenant's leasehold interest under the Lease.  
  
D. The parties desire to amend the Lease to provide for the inclusion of the  
 Original Leased Premises and to make certain other amendments to the Lease  
 as provided herein.  
  
 NOW, THEREFORE, in consideration of the mutual covenants contained  
herein, the parties hereto, intending to be legally bound, hereby agree as  
follows:  
  
1. The Demised Premises under the Lease shall include the Original Leased  
 Premises and the New Demised Premises totaling 19,346 rentable square feet.  
  
2. The Schedule "A" Rent Rider to the Lease changes to the following:  
  
  
  
  
 PERIOD MONTHLY ANNUALLY  
 ------ ------- --------  
   
 July 15, 1996 - September 15, 1996 $15,757.50 $189,090.00  
 September 16, 1996 - July 31, 1997 $22,465.00 $269,580.00  
 August 1, 1997 - July 31, 2001 $25,930.00 $311,160.00  
 August 1, 2001 - July 31, 2006 $27,542.17 $330,506.04  
  
  
  
3. Tenant's Fraction defined in Section 4 of the Lease changes to   
 19,346/166,250 (i.e. 11.6%).  
  
4. The first sentence of Paragraph 5 of the Second Amendment is deleted.  
 Tenant shall select its own architect to design the New Demised Premises  
 ("TENANT'S ARCHITECT'S DESIGN"). The Relocation Cost shall be allocated as  
 specified in the Second Amendment. Provided that Landlord approves of  
 Tenant's Architect's Design, in Landlord's sole and absolute discretion,  
 Landlord shall complete the improvement of the New Demised Premises in  
 accordance with Tenant's Architect's Design within sixty (60) days of such  
 approval. In the event Landlord disapproves of Tenant's Architect's Design,  
 Landlord shall deliver the sum of $257,695.20 to be paid as the   
 construction is completed to Tenant, and Tenant shall complete the  
 improvement of the New Demised Premises in accordance with Tenant's  
 Architect's Design at Tenant's sole cost and expense within sixty (60) days  
 of such disapproval. The cost of architectural services associated with the  
 Tenant's Architect's Design shall be included as part of the Relocation  
 Cost.  
  
5. Section 8 of the Second Amendment is deleted.  
  
7. The terms and conditions of the Lease as modified hereby shall remain in  
 full force and effect and are hereby ratified, confirmed, and reaffirmed  
 for all purposes and in all respects. All capitalized words not otherwise  
 defined herein shall have the meanings as defined in the Lease, the First  
 Amendment or the Second Amendment.  
  
  
  
  
AGREED AND ACCEPTED  
  
  
  
/s/ [illegible] /s/ [illegible]  
----------------------------------- -----------------------------------  
NEPTUNE SYSTEMS, INC. XXXXXXX OFFICE ASSOCIATES, L.P.  
  
DATE: 6/25/96 DATE: 6/26/96  
  
  
 FOURTH AMENDMENT TO LEASE  
  
-------------------------------------------------------------------------------  
  
THIS FOURTH AMENDMENT TO LEASE ("FOURTH AMENDMENT") is made this 29 day of   
October, 1996 between XXXXXXX OFFICE ASSOCIATES, L.P. ("LANDLORD") and   
NEPTUNE SYSTEMS, INC. ("TENANT").  
  
 BACKGROUND  
  
A. Landlord and Tenant are parties to that certain Lease ("LEASE") dated April  
 3, 1995, pursuant to which Landlord leased to Tenant approximately 5,366  
 square feet of space (the "ORIGINAL LEASED PREMISES") on the sixth floor of  
 the building ("BUILDING") known as Xxxxxxx Tower located at 0000 Xxxxxxx  
 Xxxx, Xxxxxxxxx, Xxxxxxxxxxxx. The Lease was amended pursuant to that  
 certain Lease Amendment dated July 6, 1995 (the "FIRST AMENDMENT") and was  
 further amended pursuant to that certain Amendment to Lease dated June 17,  
 1996 (the "SECOND AMENDMENT"), and was further amended pursuant to that  
 certain Amendment to Lease dated June 26, 1996 (the "THIRD AMENDMENT").  
  
B. The Second Amendment expanded and relocated the Demised Premises to 13,980  
 square feet on the third floor of the Building which was referred to as the  
 "NEW DEMISED PREMISES", and the Tenant relinquished its rights in the  
 Original Leased Premises.  
  
C. The Third Amendment includes the Originals Leased Premises with the New  
 Demised Premises as part of Tenant's leasehold interest under the Lease for  
 a total size of the Demised Premises of 19,346 sq. ft.  
  
D. The parties desire to amend the Lease to revise the construction procedures  
 for the New Demised Premises and the payment for those improvements.  
  
 NOW, THEREFORE, in consideration of the mutual covenants contained   
herein, the parties hereto, intending to be legally bound, hereby agree as   
follows:  
  
1. Tenant will hire a third party (the "TENANT'S GENERAL CONTRACTOR") to  
 oversee the construction of the New Demised Premises to be built in  
 accordance with the plans and specifications drawn by Collaborative Design  
 dated September 20, 1996. Landlord will not be responsible for any portion  
 of the construction or any timing delays that may occur. Prior to any work  
 being commenced, Tenant's General Contractor and any subcontractors they  
 may employ must sign a Waiver of Liens for the Landlord and deliver  
 certificates of insurance confirming Tenant's General Contractor is  
 adequately insured in Landlords reasonable opinion. All work must be  
 coordinated with the building manager.  
  
2. Landlord shall pay Tenant's General Contractor for work completed, on a  
 monthly basis, an amount not to exceed the Relocation Cost plus an  
 additional Seventy Five Thousand Dollars ($75,000.00) for a total of  
 $332,695.20. Landlord may retain ten percent of this amount until all work  
 is completed and final inspection by proper authorities have been made and  
 passed. Tenant's General Contractor must submit completed draw forms "AIA  
 G702" and "AIA G703" to Landlord in order to receive payment.  
  
3. Tenant agrees to pay, as additional rent, One Thousand Ninety Dollars and  
 Forty Cents per month ($1,090.40) for the remainder of the Lease Term as  
 repayment for Landlord's additional contribution of $75,000.00, plus 12%  
 interest amortized over the balance of the Lease Term.  
  
4. Tenant's General Contractor is obligated to pay all subcontractors for work  
 completed, and Landlord shall have the right to pay all subcontractors  
 directly for work performed in lieu of Tenant's General Contractor.  
  
5. Tenant's Fraction noted in the Lease shall be 19,346/166,250 (i.e. 11.6%).  
  
6. The Term of the Lease shall end on July 31, 2006 unless sooner terminated  
 as provided in the Lease and/or Third Amendment.  
  
7. The Schedule "A" Rent Rider to the Lease and Lease Amendment dated July 6,  
 1995, Second Amendment dated June 17, 1996 and Third Amendment dated June  
 26, 1996 changes to the following:  
  
  
  
  
 PERIOD MONTHLY ANNUALLY  
 ------ ------- --------  
   
 November 1, 1996 - July 31, 1997 $23,555.40 $282,664.80  
 August 1, 1997 - July 31, 2001 $27,020.40 $324,244.80  
 August 1, 2001 - July 31, 2006 $28,632.57 $343,590.84  
  
  
 This schedule includes the additional rent noted in section 3 of this  
 Fourth Amendment.  
  
8. The terms and conditions of the Lease as modified hereby shall remain in  
 full force and effect and are hereby ratified, confirmed, and reaffirmed  
 for all purposes and in all respects. All capitalized words not otherwise  
 defined herein shall have the meanings as defined in the Lease, the First  
 Amendment, the Second Amendment or the Third Amendment.  
  
9. Landlord shall guarantee that existing HVAC (heating and cooling) units  
 supply enough tonnage to properly cool the Premises to a maximum of 80  
 degrees Fahrenheit. In the event that the HVAC units prove inadequate to  
 the task (as determined by and independent engineering consultant selected  
 jointly by Landlord and Tenant), Landlord shall, at Landlord's expense  
 provide additional cooling units to achieve the 80 degree threshold.  
  
  
AGREED AND ACCEPTED  
  
  
  
/s/ [illegible] /s/ [illegible]  
----------------------------------- -----------------------------------  
NEPTUNE SYSTEMS, INC. XXXXXXX OFFICE ASSOCIATES, L.P.  
  
DATE: 10/29/96 DATE: 10/23/96  
  
  
 EXPANSION, EXTENSION & RELOCATION  
 AMENDMENT  
  
-------------------------------------------------------------------------------  
-------------------------------------------------------------------------------  
  
This Amendment dated \_\_\_\_\_\_\_\_\_\_\_ to be made part of a certain Lease ("LEASE")  
dated APRIL 3, 1995 between XXXXXXX OFFICE ASSOCIATES, L.P. (henceforth called  
"Landlord") and NEPTUNE SOFTWARE (henceforth called "Tenant") for OFFICE space  
in the XXXXXXX XXXXX XXXXXX XXXXXXXX, XXXXXXXXX, XXXXXXXXXXXX as more  
particularly described below:  
  
1. The Demised Premises defined in Section 1 of the Lease changes to 13,980  
 rentable square feet on the third floor of the Building, known as suite  
 640.  
  
2. The Term defined in Section 2 of the Lease shall be ten (10) years and two  
 weeks commencing on July 15, 1996 and ending on July 31, 2006.  
  
3. Schedule "A" Rent Rider changes to the following:  
  
  
  
  
 PERIOD MONTHLY ANNUALLY  
 ------ ------- --------  
   
 July 15, 1996 - July 31, 1997 $15,757.50 $189,090.00  
 August 1, 1997- July 31, 2001 $19,222.50 $230,670.00  
 August 1, 2001 - July 31, 2006 $20,387.50 $244,650.00  
  
  
4. Tenant's fraction defined in Section 4(a)(iii) changes to 13,980/166,250  
 (i.e. 8.41%)  
  
5. Landlord shall improve the Demised Premises according to the attached plan  
 drawn by X. X. Xxxx Architects dated May 28, 1996, Revision #2. The cost of  
 such buildout which includes a contribution for office furniture of  
 $27,995.20, a moving allowance of $5,000.00 and an improvement allowance of  
 $15.00 per rentable square foot ($209,000.00) shall be borne by the  
 Landlord.  
  
 In the event that the actual costs for improvements are greater than  
 $242,695.50 but less than $271,303.00, the portion which is greater than  
 $242,695.50 will be paid 50% by the Landlord and 50% by the Tenant. In the  
 event the actual costs for improvements is greater than $271,303.00, the  
 portion which is greater than this amount will be paid entirely by the  
 Tenant.  
  
6. Tenant shall be notified of any unit which becomes available on the second,  
 third or fourth floor of the Building - prior to such space being leased to  
 a third party. However, Tenant shall not have a right of first refusal with  
 regard to such space.  
  
  
7. Provided that Tenant is not in default of any of the terms or conditions of  
 the Lease; as amended hereby, and Landlord is unable to provide additional  
 square footage in the Building sufficient to accommodate the reasonable  
 expansion needs of Tenant, Tenant may buy out of this Lease by providing  
 one year's prior written notice to Landlord, of Tenant's intention to  
 terminate the Lease and paying, at the time of such notice, an amount equal  
 to:  
  
 A. The cost of improvements, commissions, and free rent period   
 associated with this Amendment that will remain unamortized over  
 the balance of the lease term assuming an interest rate of ten   
 percent (10%) at the time of the notice; plus  
  
 B. A Lease Cancellation Payment in accordance with the following  
 schedule:  
  
  
  
 Lease year during which notice is given Payment amount  
 --------------------------------------- --------------  
   
 1 2 1/2 yrs. rent  
 2 2 1/4 yrs. rent  
 3 2 years rent  
 4 1 3/4 yrs. rent  
 5 1 1/2 yrs. rent  
 6 1 1/4 yrs. rent  
 7 1 years rent  
 8 3/4 years rent  
 9 1/2 years rent  
 10 0 years rent  
  
  
8. Upon Tenant's relocation to the third floor, all partition furniture in the  
 sixth floor space will become the property of the Landlord.  
  
9. All other terms and conditions of the Lease shall remain in full force and  
 effect.  
  
AGREED AND ACCEPTED  
  
  
  
  
----------------------------------- -----------------------------------  
NEPTUNE SOFTWARE XXXXXXX OFFICE ASSOCIATES, L.P.  
  
DATE: / / DATE: / /  
  
  
  
 RELOCATION AMENDMENT  
  
  
This Amendment dated MARCH 25, 1997 to be made part of a certain Lease dated  
APRIL 3, 1995 between XXXXXXX OFFICE ASSOCIATES, L.P. (henceforth called  
"Landlord") and NEPTUNE SYSTEMS INC. (henceforth called "Tenant") for OFFICE  
space in the XXXXXXX TOWER BUILDING, EDDYSTONE, PA as more particularly  
described below:  
  
1. Tenant shall return 5,366 rentable square feet in the southwing of the 6th  
 floor of the building and shall lease an additional 3,090 rentable square  
 feet in the southwing of the 3rd floor of the building.  
  
2. The Commencement Date for this Amendment shall be May 1, 1997.  
  
3. Tenant's proportionate share shall noted in Section 4(a)(iii) shall change  
 to 17,070/166,250.  
  
4. Minimum Rent shall be based on the following schedule:  
  
  
  
  
 PERIOD MONTHLY ANNUALLY PER SF  
 ------ ------- -------- ------  
  
   
 5/1/97-7/31/97 $20,783 $249,396 $14.61  
 8/1/97-7/31/01 23,842 286,104 16.76  
 8/1/01-7/31/06 25,264 303,168 17.76  
  
  
5. Tenant shall lease the space in "AS IS" condition.  
  
6. All other terms and conditions contained in the Lease shall remain in full  
 force and effect, including but not limited to the default provisions  
 contained in Section 15.  
  
7. Four parking spaces dedicated to Neptune.  
  
  
/s/ [illegible] /s/ [illegible]  
------------------------------- ------------------------  
XXXXXXX OFFICE ASSOCIATES, L.P. NEPTUNE SYSTEMS INC.   
  
Date: 4/29/97 Date: 4/18/97  
  
  
  
  
 FIFTH AMENDMENT TO LEASE REVISED  
  
  
This Revised Fifth Amendment to Lease ("Fifth Amendment Revised") is made   
this 23 day of March, 1998 between XXXXXXX OFFICE ASSOCIATES, L.P   
("Landlord") and EXE TECHNOLOGIES, INC. ("Tenant").  
  
 BACKGROUND  
  
A. Landlord and Tenant are parties to that certain Lease ("Lease") dated   
 April 3, 1995, pursuant to which Landlord leased to Tenant approximately   
 5,366 square feet of space (the "Original Leased Premises") on the sixth   
 floor of the building ("Building") known as Xxxxxxx Tower located at   
 0000 Xxxxxxx Xxxx, Xxxxxxxxx, Xxxxxxxxxxxx. The Lease was amended pursuant  
 to that certain Lease Amendment dated July 6, 1995 (the "First Amendment")   
 and was further amended pursuant to that certain Amendment to Lease dated   
 June 17, 1996 (the "Second Amendment"), and was further amended pursuant to  
 that certain Amendment to Lease dated June 26, 1996 (the "Third   
 Amendment").  
  
B. The Second Amendment expanded and relocated the Demised Premises to 13,980  
 square feet on the third floor of the Building which was referred to as the  
 "New Demised Premises", and the Tenant relinquished its rights in the   
 Original Leased Premises.  
  
C. The Third Amendment includes the Original Leased Premises with the New  
 Demised Premises as part of Tenant's leasehold interest under the Lease for  
 a total size of the Demised premises of 19,345 square feet.  
  
D. The Fourth Amendment amended the Lease to revise the construction   
 procedures for the New Demised Premises and the payment for those   
 improvements.  
  
E. The Relocation Amendment changed the Tenant's proportionate share to  
 17,070/166,250.  
  
F. The Fifth Amendment to Lease amended the Lease to add 2,908 square feet  
 located on the sixth floor to the Demised Premises for a total of 22,254  
 square feet.  
  
G. The parties derive to correct the square footage and rent schedule noted in  
 the Fifth Amendment to the following.  
  
  
  
  
  
NOW THEREFORE, in consideration of the mutual covenants contained herein, the  
parties hereto, intending to be legally bound, hereby agree as follows:  
  
  
1. As of March 9, 1998 the 2,908 square feet on the sixth floor of the   
 building (Exhibit "A" attached) will become part of the Demised Premises   
 as outlined in the Lease. The total space known as the Demised Premises   
 will become 19,978 square feet.  
  
2. The Schedule "A" Rent Rider of the Lease and Lease Amendment dated July 6,  
 1995, Second Amendment dated June 17, 1996, Third Amendment dated June 26,  
 0000, Xxxxxx Xxxxxxxxx dated October 29, 1996 and Relocation Amendment   
 dated March 25, 1997 changes to the following:  
  
  
--------------------------------------------------------------------------------  
 PERIOD MONTHLY ANNUALLY  
--------------------------------------------------------------------------------  
   
 April 1, 1998 - July 31, 2001 $27,737.82 $332,853.84  
--------------------------------------------------------------------------------  
 August 1, 2001 - July 31, 2006 $29,402.65 $352,831.80  
--------------------------------------------------------------------------------  
  
  
3. Tenant's Fraction noted in the Lease shall be 19,978/166,250. (i.e 12.02%)  
  
4. The term of the Lease shall end on July 31, 2006 unless   
 sooner terminated as provided in the Lease and/or Third Amendment.  
  
5. The terms and conditions of the Lease as modified hereby shall remain in   
 full force and effect and are hereby ratified, confirmed and reaffirmed   
 for all purposes and in all respects. All capitalized words not otherwise  
 defined herein shall have the meanings as defined in the Lease. The   
 First Amendment, the Second Amendment, the Third Amendment or the Fourth   
 Amendment.  
  
AGREED AND ACCEPTED:  
  
  
/s/ [ILLEGIBLE] /s/ [ILLEGIBLE]  
----------------------- ------------------------------  
EXE Technologies, Inc. Xxxxxxx Office Associates, L.P  
Date: March 23, 1998 Date: March 23, 1998  
  
  
  
  
 EXHIBIT A  
  
  
 [MAP]  
  
  
  
  
  
  
  
  
 XXXXXXX TOWERS - SIXTH FLOOR  
 ------------------------------------------  
 0000 Xxxxxxx Xxxx, Xxxxxxxxx, XX  
  
 Preferred Real Estate Investments, Inc.  
 (000) 000-0000  
  
 [LOGO] XXXXXX X. XXXX, ARCHITECTS