

# STANDARD LEASE AGREEMENT

Terms & Conditions  
(Part Two of a Two-Part Agreement)

## **Parties, Incorporation of Information (1)**

This Lease is made as of the Lease Date by and between Landlord and Tenant identified on the Data Sheet that is part of this lease. Landlord and Tenant individually are referred to herein as “Party” and collectively as “Parties”. All terms defined on the Data Sheet shall have the meanings set forth for such terms on the Data Sheet whenever used in this lease. The Data Sheet and all Exhibits referred to in the Data Sheet are incorporated herein and made a part hereof. The lease is between WSP and Manish Sharma

## **Other Definitions (2)**

The following terms, when used in this Lease, shall have the following meanings:

“Additional Rent” or “CAM” or “Common Area Maintenance” means Tenant’s Proportionate Share of Operating Expenses, Taxes, Landlord’s Insurance Premiums, Water, Sprinkler, Stormwater and Sewer Charges and Utility Charges including Common Area Gas and Electric charges, Property Maintenance including Snow Plow, Salting, Landscaping, Cleaning and all other sums payable by Tenant to or on behalf of Landlord under this Lease that exceed the expenditure at the time this lease was signed. Should any individual item be higher in a future lease year than at the time the lease was signed, the tenant shall pay tenant’s proportionate share of the increase.

“Default Rate of Interest” means interest accruing with respect to a payment due Landlord at an annual rate equal to five percentage points (5%) in excess of the “prime rate” as published in the Money Rates section of the Wall Street Journal on the first business day of the month in which such payment was due.

“Event of Default” shall have the meaning set forth in Paragraph 13.

“Landlord’s Insurance Premiums” means all insurance premiums due for insurance maintained by Landlord with respect to the Property, including, without limitation, commercial and general liability insurance, business income insurance, terrorism insurance, flood insurance, environmental insurance, and all special form causes of loss property insurance. All insurance shall be determined by Landlord (in its sole discretion) to be necessary or appropriate in connection with the Property.

“Lease Year” means a twelve month period commencing on the First Rental Payment Date (sometimes called the Commencement Date), unless otherwise specified, the date Year 1 rental payment commences as shown in the Data Sheet or an anniversary thereof; provided, however, if the First Rental Payment Date is on a date other than the first (1st) day of a calendar month then

the partial month of the first (1st) month and the successive twelve (12) full calendar months thereafter constitute the first year, and thereafter each twelve calendar month period beginning on the first of the month during the Term of the Lease shall constitute each succeeding year.

“Monthly Holdover Rent” shall have the meaning set forth in Paragraph 22B.

“Operating Expenses” means all expenses, fees and costs directly or indirectly incurred by Landlord in connection with the operation, maintenance, management, repair and replacement of the Property, including Taxes & Fees Assessed on the property or entity that owns the property except for State and Federal Income Taxes, Water, Sewer, Stormwater and Sprinkler Charges, Utility Charges including Gas & Electric charges and Landlord’s Insurance Premiums as well as Property Maintenance including Snow Plow, Salting, Landscaping, and Cleaning . Operating Expenses shall also include, but are not be limited to, (i) deductibles and self-insured retentions under any insurance policies maintained by Landlord; (ii) the costs and expenses of operating, repairing, replacing, painting, cleaning and maintaining (including, but not limited to preventive maintenance) of the common areas of the Property, including the removal, shoveling, salting and/or plowing of snow and ice and the removal of rubbish from the parking area, public sidewalks and pavements and pedestrian and motor vehicle rights-of-way within the Property, and the cleaning of all parts of the property (landlord is not required to clean these areas) (iii) the periodic sealing and/or striping of the parking areas, (iv) landscaping and lawn, tree and shrub care of the Property, (v) all services, supplies, rental equipment, depreciation of machinery and equipment and other non-real estate assets used in the operation of the Property, (vi) maintaining, repairing and replacing of paving, roofs, curbs, guardrails, bumpers, fences, screens, signs, traffic markers, on site water lines (including sprinkler systems) and sanitary sewer lines and systems and storm water lines and systems, and other utility lines and systems as well as maintenance of electrical (including lighting, wiring and other electrical items, mechanical (including fans and air conditioner filters and annual maintenance), plumbing (including sinks, toilets, water outlets and other plumbing), the elevator system, and any property security systems (landlord is not required to provide security services or systems), pest control (landlord is not required to provide pest control), and charges for removal of waste and trash, and maintenance of signs, directories and entrance markers, and maintenance of fire systems, signs, fire extinguishers and other fire and safety equipment (vii) permits and license fees, and (viii) management fees equal to four percent (4%) of the annual Base Rents plus operating expenses billed to the tenant payable with respect to the Property. Excluded from Operating Expenses are (a) expenses incurred for repairs occasioned by fire or other insured casualty to the extent Landlord receives insurance proceeds to reimburse Landlord for such expenses; (b) interest and amortization payments on any mortgage or mortgages and (c) those expenses generally classified as capital expenditures under generally accepted accounting principles.

“Premises Water Charge” shall mean and be determined as follows: take the total water bill, sprinkler bill, sewer bill, storm water bill and any other bill charged by the utility or governmental authority and assessed or consumed on the Premises and multiply that charge by the area of the demised premises divided by the total occupied area of the building that

comprises the first and second floor (which have loading docks) and excluding the top three floors that are not served by loading docks.

“Property” means the Land and Building and any other improvements now or hereafter located on the Land.

“Rent” means the Base Rent and Additional Rent.

“Taxes” means all property taxes, levies, assessments (including municipal, county and school district taxes and also special assessments), use and occupancy taxes assessed or imposed upon the Property, and all charges and fees for municipal services rendered by the local or state government or governmental authorities during the Term, and any taxes on rent now or hereafter enforced and any other similar charges now or hereafter in effect. Taxes shall also mean assessments by federal, state or local authorities levied in lieu of real estate taxes. Taxes shall further include income taxes and/or revenue taxes assessed by municipal authorities or school districts. Taxes shall not include inheritance or estate taxes, whether or not such taxes become a lien on the Property and also shall not include taxes on income charged by Federal or State authorities including federal or state income taxes due by Washington Street Partners, LP.

“Term” means the Initial Term and any Renewal Term, as the context may require.

“Utility Charges” means all charges for electricity, gas, water, sprinkler, sewer (both sanitary & storm), telephone and data communications supplied or consumed upon the Premises.

“Water and Sewer Charges” means all water, stormwater, and sewer charges of any public utility or governmental authority, including any charges for sprinkler service, inspection and maintenance and/or fire services or other services related to water, sprinkler, fire and public safety. Sewer charges may be assessed by governmental authorities and billed on real estate tax bills. Any charges for stormwater sewers or management of stormwater shall be included.

#### NOTE ON SECTION NUMBERS

Note that paragraph number (also known as section number) shall be shown at the end of the title of each section. Note further that section titles are for the convenience of the reader.

#### **Premises; Use (3).**

Landlord, subject to the terms and provisions of this Lease, hereby demises and lets unto Tenant the Premises, to be used and occupied only for the Permitted Use. As an appurtenance to the Premises, Tenant shall have the nonexclusive right of ingress and egress across and through all parking areas and driveways now or hereafter existing on the Land and directly serving the Premises. Subject to Landlord’s right to designate reserved parking spaces for tenants of the Building from time to time, Tenant, Tenant’s employees, business invitees and other guests shall have the non-exclusive right to park passenger motor vehicles on the Building’s parking areas on a first come, first served basis, subject to the limitations and restrictions set forth in this Lease and subject to parking rules that may be changed from time to time. The number of vehicles that

the tenant, his employees and his visitors of any type shall have the right in which to park equals the area the tenant has leased rounded down to the nearest 1,000 square feet divided by 1,000. Tenant may park more than this number of vehicles from time to time provided Landlord is informed and provides tenant with specific written permission. Tenant may only park Trucks or other types of vehicles that are the size of standard passenger vehicles (that generally fit comfortably into a parking space no larger than 9' X 18') subject to the landlord's permission. Should tenant seek to park a truck or other vehicle that does not comfortably fit into a standard parking space (9' X 18'), tenant may only do so if tenant first obtains written permission to park that specific vehicle in one of the Landlord's parking lots.

**Term; Renewal. (4)**

- A. The Initial Term shall commence on the Commencement Date stated in the Data Sheet.
- B. The Initial Term shall terminate as specified in the data sheet unless sooner terminated as provided in this Lease. The Term shall automatically renew upon expiration of the Initial Term for a period of one (1) year, and so on from year to year (each renewal term is herein referred to as "Renewal Term"), unless either party gives written notice to the other at least ninety (90) days prior to the expiration of the then current Term of its intention to terminate this Lease as of the expiration of the then current Term.
- C. For each one-year renewal term the base rent shall increase by 3.0% each year that the lease is extended. Should Landlord give Tenant written notice of changes in the terms and conditions of this Lease (a "Change of Terms Notice") at least ninety (90) days prior to the expiration of the then current Term, the new terms and conditions designated by Landlord shall be in effect for such renewal unless Tenant gives Landlord written notice within thirty (30) days after receipt of the Change of Terms Notice, electing to terminate this Lease as of the expiration of the then current Term. If either party gives written notice terminating this Lease as provided in this section, Tenant shall vacate the Premises and deliver possession thereof upon the expiration of the then current Term in accordance with the requirements of this Lease. If this Lease is automatically renewed, then at Landlord's request, Tenant shall execute a written agreement confirming the new expiration date of this Lease and any new terms and conditions designated by Landlord in the Change of Terms Notice.
- D. Should the data sheet be in conflict with this Part 2 of the Lease, the data sheet shall take precedence on that specific conflict.

**Condition of Premises; Landlord' Work. (5)**

- A. Tenant is fully aware of the condition of the Land and Building, the zoning, fire and building codes and other legal requirements applicable thereto, and the fitness of the Premises for Tenant's use. Landlord makes no representation or warranty, express or implied, concerning any of the foregoing. Tenant accepts the Premises in its "As-Is" condition. Landlord represents

at the time of the signing of this lease, the heater or heaters serving the premises is/are in good working order.

**Rent. (6)**

A. Base Rent. Beginning on the Commencement date shown in the Data Sheet and continuing thereafter during the entire term of this Lease, Tenant shall pay to Landlord, as annual base rent, the sums set forth on the Data Sheet ("Base Rent"), in equal monthly installments, in advance on or before the first day of each calendar month, without demand, notice or offset,. This paragraph applies to all rental years including the original or first year term.

B. Additional Rent. Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Expenses within ten (10) days after Landlord gives Tenant an invoice for the amount due. During those months when Tenant is not required to pay rent (the "free period"), Tenant shall be required to pay Tenant's Proportionate Share of Operating Expenses and the utility charges for the Demised Premises unless specifically excepted in the Data Sheet.

C. Monthly Installments on Account of Additional Rent.

(i) Landlord shall have the right to require Tenant at any time to make estimated monthly payments on account of Tenant's Proportionate Share of Operating Expenses. Landlord may exercise this right by giving Tenant written notice at least ten (10) days in advance of the date Tenant is to commence the payment of monthly installments, enclosing Landlord's estimated budget for such expenses for, as applicable, the current or the following calendar year and Tenant's Proportionate Share thereof. Thereafter, commencing on the first day of the first calendar month at least ten (10) days after Landlord gives such notice and on the first day of each calendar month thereafter Tenant shall pay as additional rent monthly installments on account of such expenses in the amount indicated in the notice provided by Landlord. Landlord shall have the right from time to time to provide a revised budget of estimated expenses to Tenant, indicating Tenant's Proportionate Share or share thereof. In such event Tenant shall make its monthly payments based on the revised amount, commencing on the first day of the first calendar month at least ten (10) days after Landlord provides such revised budget.

(ii) If Landlord elects to require payment of monthly installments on account of Tenant's Proportionate Share of Operating Expenses, then annually following the end of each calendar year Landlord shall provide to Tenant a written statement in reasonable detail of the actual expenses incurred during such calendar year, Tenant's Proportionate Share or share thereof and the monthly installments on account of such expenses paid by Tenant during such year. If Tenant's Proportionate Share or share of the actual expenses is greater than the estimated monthly installments paid by Tenant on account thereof, Tenant shall pay the balance due to Landlord within ten (10) days following receipt of such statement. If the sum of the estimated monthly installments paid by Tenant on account of such expenses for such calendar year is greater than Tenant's Proportionate Share of the actual expenses, Landlord shall refund the excess to Tenant at the time such statement is delivered, provided that no Event of Default is then continuing.

(iii) Tenant may request reasonable back up documentation for any expense showing on the Landlord's Annual Written Expense Statement. This request must be made within fifteen (15) days of receipt by Tenant of Landlord's Annual Written Expense Statement. After this fifteen-day period, Tenant is deemed to have accepted the accuracy of Landlord's Annual Written Expense Statement and will be responsible for paying its share of expenses as defined in this lease. Tenant may also request back up documentation for any other operating expense (including copies of utility invoices) provided that this request is made within fifteen (15) days of receipt of the invoice. After this fifteen-day period, Tenant is deemed to have accepted the accuracy of Landlord's invoice and will be responsible for paying landlord's invoice as presented.

D Manner of Payment. All payments of Rent shall be paid to Landlord when due at 101 Tunbridge Circle Haverford, PA 19041, or at such other place as Landlord may from time to time direct by written notice to Tenant. Payments shall be made to the Landlord or such other person as Landlord shall direct by written notice to Tenant.

E. Late Payment. If Tenant fails to pay Rent (including all charges billed by Landlord to Tenant as defined within this lease) within ten (10) days after its due date, then Tenant shall pay an automatic late charge to Landlord of \$.05 for each dollar overdue. In addition, if the Rent is not paid within thirty (30) days after its due date, then the unpaid portion thereof shall accrue interest from the due date until paid at the Default Rate of Interest.

F. Utility. Tenant is responsible for paying tenant's full share of electric, gas, water, stormwater and sewer charges used by Tenant. Tenant may purchase some or all utility services directly from the utility provider with Tenant's full usage for the Premises measured by the meter measuring the usage and billed by the utility company. For utilities not purchased directly from the utility services provider (for example, for gas or electric this provider might be PECO) Tenant's use is then apportioned on a per square foot basis. These charges are billed by the landlord to tenant based upon tenant's premises area divided by the total area occupied by all tenants multiplied by the total charges the landlord incurs for that service as shown on the bill from the supplier of such utilities plus a 4.0% administrative charge. Should a meter measure usage for a space less than the entire building, then tenant shall pay its proportionate share to be calculated as follows: all charges billed by the utility provider multiplied by the tenant's area divided by the total area occupied by all tenants served by that meter plus a 4.0% administrative charge.

**Affirmative Covenants of Tenant. (7)**

Tenant shall without demand:

- A. Payment of Rent. Pay the Rent on the days and times and at the place stated in this lease, in lawful money of the United States and without demand, setoff or deduction. If Landlord shall at any time or times accept Rent after the same shall have become due and payable, such acceptance shall not excuse delay upon that occasion or any future occasions, or constitute or be construed as a waiver of any of Landlord's rights with respect to such late payment on that occasion or any

future occasions. Tenant agrees that any charge or payment herein reserved, included or agreed to be paid by the Tenant hereunder shall be treated and collected as Rent and may be proceeded for and recovered by Landlord by distraint or other process in the same manner as Base Rent due and in arrears. Should tenant seek to collect money from landlord for any reason, tenant may, under no circumstances, take a deduction from the rent. Tenant agrees that any such deduction taken by the tenant is a violation of this lease and any such deduction will be treated as a failure to pay rent when due.

- B. Cleaning, Repairing, etc. Except for the repair and maintenance obligations of Landlord specifically provided for in this Lease, Tenant is responsible at its sole cost and expense for all maintenance, repairs and replacements to the Premises and arranging for all services Tenant may require for its use and occupancy. Without limiting the generality of the foregoing, Tenant shall (i) keep the Premises in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the negligence of Tenant or those employed by or acting for Tenant excepted; (ii) remove regularly from the Property all trash, refuse and waste materials generated at the Premises and until removal store the same in adequate containers secure from rodents, insects and other people entering or using the container and located in such locations as may be designated by Landlord and generally keep the premises in broom swept clean condition; (iii) keep the Premises in a clean, orderly and sanitary condition, free from objectionable odors and insects, vermin and other pests (and for such purpose Tenant shall maintain a pest control contract satisfactory to Landlord should Landlord request a pest control contract); (iv) replace all broken windows, doors, etc; (v) keep all drains and waste pipes located in the Premises open; (vi) maintain in good operating condition and repair all utility lines, connections and equipment and the plumbing, heating, ventilating and electrical systems located in the demised premises including routine maintenance of the HVAC system (which shall include the securing of a preventive maintenance contract, which shall include the following minimum requirements: inspection of all HVAC equipment serving the Premises every six (6) months, change all filters, replace belts if necessary, clean drain pan, clean coil(s), recharge if necessary, and check and verify performance of all equipment and components in accordance with manufacturer specifications, original design criteria and proper maintenance practices and upon completion of each inspection and/or service call deliver copies of the work and service report to the Landlord, (vii) arrange for all security services that Tenant shall deem necessary or appropriate (it being understood that any security services that may be provided by Landlord from time to time are solely for Landlord's benefit); and (viii) remove snow and ice from the portions of the walkways and parking areas of the Property used by Tenant. Subject to compliance with the requirements of Section 8D hereof, Tenant shall be responsible at its cost for the installation, maintenance and repair of all telecommunication and other utility lines and equipment that may be required by

Tenant for the conduct of its business, whether located in the Premises or other portions of the Property, to the extent such installation, maintenance and repair is not the responsibility of the service provider.

C. Compliance With Laws and Ordinances.

- (i) In General. At its sole cost and expense, comply with all laws, ordinances, regulations and requirements of the municipal, county, state and federal governments and any and all departments thereof having jurisdiction over the Property, the requirements of Landlord's insurance companies and of the National Board of Fire Underwriters or any other similar body now or hereafter constituted, as well as promptly comply with any requests from such entities with respect to Tenant's occupancy of the Premises or the business conducted therein.
- (ii) Environmental Matters. Tenant represents and warrants that Tenant's business does not, and its use of the Premises will not, involve the use, maintenance, storage or discharge of materials or substances that are defined or listed as hazardous or toxic by any federal, state or municipal statutes, ordinances, laws, rules or regulations (collectively, "Hazardous Substances") other than materials of the type and in the quantities customarily found in general office use, such as cleaning supplies and copier and printer toner fluids ("Permitted Substances"). Tenant shall comply with all federal, state and municipal statutes, ordinances, laws, rules and regulations relating to the storage, use, discharge and disposal of such Permitted Substances. Tenant shall be responsible for the indoor air quality of the Premises and the implementation of such testing and maintenance programs as may be reasonably required to control mold and contaminants that may affect air quality in the Premises. If any present or future federal, state or municipal statute, ordinance, law, rule or regulation requires Landlord or Tenant to obtain a clearance certificate or declaration of non-applicability upon the expiration or sooner termination of this Lease and/or any transfer of title to the Property or any portion thereof, Tenant shall apply therefore, or execute and deliver an application therefore to Landlord without delay, and take such action as may be necessary under such applicable statute, ordinance, law, rule or regulation to obtain such clearance certificate or declaration.
- (iii) Recycling. Tenant agrees to comply with all laws, ordinances, rules and regulations regarding the removal of solid waste ("Recycling Requirements"), including but not limited to voluntary or mandatory recycling of paper, cardboard, glass, metal and plastic containers. Tenant shall be responsible for and shall reimburse Landlord upon demand for all surcharges, fines and other costs and expenses incurred by Landlord by



reason of Tenant's failure to comply with all applicable Recycling Requirements.

- (iv) ADA Compliance. Tenant acknowledges that the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and Building depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that: (a) Landlord shall perform any required ADA Title III compliance in the common areas, except as provided below; (b) Tenant shall perform any required ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the interior areas of the Premises; and (c) Landlord may perform and/or require that Tenant perform and Tenant shall be responsible for the costs of, ADA Title III "path of travel" compliance in the common areas triggered by alterations in the Premises made by Tenant. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.

- D. Fire. Use every reasonable precaution against fire.
- E. Temperature. Keep the temperature of the Premises at a minimum of 50 degrees at all times so that the water & sewage systems will not freeze. Any damage to the sprinkler system resulting from freezing shall be Tenant's responsibility to repair at its expense.
- F. Financial Statements. Tenant shall make available to Landlord Tenant's financial statement should Landlord provide Tenant with a written request for the financial statement, tenant shall provide Tenant's most recent federal income tax return for each federal tax period during the Term of this Lease, if requested in writing by Landlord. This will be the return which was filed by Tenant, or which Tenant is obligated to file, with the United States Internal Revenue Service within fifteen (15) days following April 15, of each Lease Year, certified by Tenant's chief financial officer or president or owner as (i) being copy of Federal Income Tax return filed for such year and (ii) fairly reflecting the assets, liabilities, profits and loss of Tenant as of the date thereof and the results of Tenant's operations for such tax period then ended, all in accordance with generally accepted accounting principles consistently applied. Tenant hereby confirms that its fiscal year is the calendar year.

- G. Rules and Regulations. Comply with Landlord's rules and regulations from time to time in effect with respect to the Property. The current rules and regulations with respect to the Property are attached hereto as Exhibit "C". Landlord shall have the right to modify the rules and regulations from time to time by notice to Tenant.
- H. Surrender of Possession. Peaceably deliver up and surrender possession of the Premises to Landlord at the expiration or sooner termination of this Lease, and promptly deliver to Landlord, at its office, all keys for the Premises. Premises shall be restored to the same condition as when the tenant first occupied the space or to such condition as the space was brought to after any renovation of the space, reasonable wear and tear excepted. Upon surrendering possession, tenant shall thoroughly clean the premises including bathrooms and kitchens, shall remove all trash and debris and all of tenant's items except those attached to the premise's floors, ceilings or walls. Any such items so attached shall be removed by tenant if landlord provides a written request for such removal. Upon removal tenant shall restore the premises to its' original condition. Should tenant not follow the requirements of this paragraph, landlord may, at landlord's option complete such work, removal and cleaning and tenant shall reimburse landlord for any such work at landlord's cost plus 10% to reimburse landlord for overseeing such work. Landlord shall have no duty to return any item left by tenant after tenant vacates the premises.
- I. Notices of Accidents, Required Repairs etc. Give to Landlord prompt written notice of any accident involving death or injury to any person or damage to property occurring on or about the Premises and any fire or other casualty occurring on or about the Premises. Tenant shall promptly advise Landlord in writing or by text of the need for repairs to any portion of the Property to be repaired by Landlord pursuant to this Lease.
- J. Agency on Removal. Tenant agrees that if, with the permission in writing of Landlord, Tenant shall vacate or decide at any time during the Term to vacate the Premises prior to the expiration of this Lease, Tenant will not cause or allow any agent to represent Tenant in any sub-letting or reletting of the Premises other than an agent approved in writing by Landlord and that should Tenant do so or attempt to do so, Landlord may remove any signs that may be placed on or about the Premises by such other agent without any liability to said agent, Tenant assuming all responsibility for such action.
- K. Insurance. Tenant shall obtain and maintain (i) commercial general liability insurance with a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence, and (ii) property insurance in the amount of the greater of the following: One Hundred Thousand Dollars (\$100,000) or an amount equal to the replacement value of Tenant's personal property on or within the Premises. The liability insurance described in clause (i) shall name Landlord and

any mortgagees of the Property as well as Mark Kennedy, Polar Properties, LLC, and Kennedy Properties, LLC as an additional insured, shall insure the contractual liability of Tenant covering the indemnities in this Lease, and contain a provision stating that the insurance provided thereunder shall be primary and noncontributing with any other insurance available to Landlord or its mortgagee. Tenant shall provide Landlord a certificate of insurance evidencing the foregoing coverage upon the execution of this Lease and a replacement certificate indicating that the replacement or renewal of each such policy will occur at the end of the current insurance policy. This continuing coverage letter shall be provided not less than thirty (30) days prior to the expiration of the current policy. Each insurance policy and/or certificate or coverage letter must provide that Landlord shall receive at least thirty (30) days' prior written notice of cancellation, material alteration or non-renewal of such coverage.

#### **Negative Covenants of Tenant. (8)**

Tenant shall not:

- A. Use of Premises. Occupy the Premises in any manner or for any purpose other than the Permitted Use. Tenant further agrees not to engage in or cause any activities (including but not limited to noise, odors or operation of equipment that will cause a shake or rumble in the building) that will constitute a nuisance or an unreasonable annoyance to any other occupant of the Property or to any neighboring property, or tend to injure the reputation of the Property.
- B. Assignment and Subletting. Assign, mortgage or pledge this Lease or under-let or sub-lease the Premises, or any part thereof, or permit any other person, firm, or corporation to occupy the Premises, or any part thereof, or assign Tenant's rights in the Security Deposit, in each case without the prior written consent of Landlord; nor shall any assignee or subtenant assign, mortgage or pledge this Lease, sub-lease the Premises or any part thereof or assign any rights in any Security Deposit for Landlord's benefit, without an additional written consent by the Landlord, and without such consent, no such assignment, sublease, mortgage or pledge shall be valid. Payment of rents due hereunder by any party other than Tenant named herein shall not be deemed to act as a consent to the assignment of this Lease or to the subletting of the whole or any part of the Premises to such party nor relieve Tenant of its obligation to pay the rent or any other sums under this Lease. If Tenant or any entity deemed responsible under the lease is a corporation, partnership or other entity, then any transfer, sale, pledge or other disposition, in any single transaction or cumulatively, during the Term, of fifty percent (50%) or more of the equity interests or assets shall be deemed an assignment of this Lease, and therefore, prohibited, without Landlord's prior written consent to that tenant or legal entity. Should tenant lease or sublease a portion of the premises without written permission of landlord, then, in additional

to all requirements and Landlord actions provided for in this lease, the tenant shall remit all rent and/or other payments received from such tenant or sub-tenant.

- C. Signs. Place or allow to be placed any stand, booth, sign or showcase upon the doorsteps, vestibules, or outside walls or pavements of the Premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on the exterior of the Building or in any part of the Premises visible from the exterior without obtaining Landlord's prior written consent and any required approvals from the applicable governmental authorities. In no event shall Tenant be permitted to place a sign on the roof of the Building. Tenant shall remove any sign, projection or device painted, placed or erected, and restore the walls, etc., to their former condition, at or prior to the expiration of this Lease. In case of the breach of this covenant (in addition to all other remedies given to Landlord in case of breach of any conditions or covenants of this Lease) Landlord shall have the right to remove said stand, booth, sign, show case, projection or device, and restoring said walls, etc., to their former condition, and Tenant shall be liable to Landlord for any and all expenses so incurred by Landlord.
- D. Alteration, Improvements. Make any alterations, improvements, or additions to the Premises (collectively, "Alterations") without Landlord's prior written consent. Tenant shall be responsible for obtaining all permits and approvals of all governmental authorities for installation of the Alterations and such installation shall be performed in a good and workmanlike manner by contractors acceptable to Landlord and in compliance with all laws and any conditions imposed by Landlord in connection with its consent thereto. All Alterations installed by Tenant shall be removed by Tenant at the expiration or sooner termination of this Lease (provided if the improvement is attached to the walls, floor or ceiling of the premises, tenant shall follow the requirements for such removal as found elsewhere in this lease) and Tenant shall repair all damage caused by such removal. Tenant shall remove all trade fixtures upon the expiration or sooner termination of this Lease and repair all damage caused by the removal of such fixtures.
- E. Machinery. Use or operate any machinery that, in Landlord's good faith opinion, is harmful to the Building. Without limiting the generality of the foregoing, the use of forklift trucks within the Premises is prohibited. Should Tenant use forklifts in the building, even if Landlord is aware of such use, Tenant shall be prohibited from using any forklifts and will be solely liable for any damage caused by such use to the premises, premises contents or any other tenant or the building itself.
- F. Weights. Place any weights in any portion of the Premises beyond the safe carrying capacity of the structure.

- G. Outside Storage; Parking. Tenant shall not store any property outside of the Premises other than a trash dumpster in a location designated by Landlord. Tenant shall not park any vehicles in the parking area of the Land overnight. Tenant and tenant's employees, clients & other guests ("tenant responsible parkers") shall not at any time use more than the number of parking spaces designated for Tenant's use which shall be the area of the demised premises divided by 1,000 rounded down to the nearest integer nor shall tenant or tenant responsible parkers park in areas other than the area, if any, designated for parking by Tenant on the site plan stored at Landlord's offices in Haverford, or use the parking areas for other than the parking of passenger motor vehicles or vehicles that can be normally parked in a standard parking space measuring 18' X 9'. Tenant agrees that Tenant is responsible for any parking issues or problems caused by the parking on the property by tenant or tenant responsible parkers. Landlord shall have the right to tow, at Tenant's expense, any vehicle of Tenant or tenant responsible parkers that are parked in violation of these requirements. Notwithstanding the requirements of this paragraph, tenant shall have the non-exclusive right to park in the parking lots of the demised premises that are not specifically assigned to another tenant. Tenant shall do no car repair other work including washing on any vehicle or machine on the premises without Landlord's written consent. This includes changing oil or other fluids on the property. In addition to all other remedies available to Landlord in this lease, Tenant agrees that should tenant or any of tenant's tenant responsible parkers perform any work on vehicles on Landlord's property, Tenant will promptly pay to Landlord the sum of One Thousand Dollars (\$1,000.00) the payment of which shall in no way be considered permission or the full cost for performing said work.
- H. Insurance Requirements. Do or suffer to be done any act, matter or thing objectionable to Landlord's insurance companies, National Board of Fire Underwriters and/or the Insurance Service Organization, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises, or any part thereof, or on the Property shall become void or suspended, or whereby the same shall be rated as a materially more hazardous risk than at the date of execution of this Lease, or carry or have any benzene, poison or any explosive matter of any kind in and about the Premises. In case of a breach of this covenant (in addition to all other remedies given to Landlord in case of the breach of any of the conditions or covenants of this Lease) Tenant agrees to pay to Landlord as additional rent any and all increase or increases of premiums on insurance carried by Landlord on the Building caused by the tenant's breach of this covenant.
- I. Mechanics Liens. Tenant shall not suffer or permit any lien or encumbrance to be placed on the Premises or Property or Tenant's interest under this Lease by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under

Tenant. If any such lien shall at any time be filed against the Premises or the Property, Tenant shall cause the same to be discharged of record, by bonding or otherwise, within twenty (20) days after the date of filing of the same. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Tenant shall repay to Landlord, as Additional Rent, on demand, sums disbursed or deposited by Landlord pursuant to the foregoing, including Landlord's costs, expenses and reasonable attorney's fees incurred by Landlord in connection therewith, plus interest at the Default Rate of Interest. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject the Property to liability under any mechanics' lien law or other lien law.

- J. Transfer of Assets. Should tenant transfer more than 50% of tenant's assets to another person or entity, that person or entity shall be deemed responsible for this lease the same as the tenant. Should tenant transfer more than 50% of tenant's assets to another person or entity, tenant shall first obtain landlord's permission before transferring these assets. Tenant agrees that should tenant not obtain landlord's permission for such transfer, then tenant's officers and directors and any shareholder owning more than 20% of tenant shall become personally liable for this lease obligation. Landlord agrees that should tenant seek landlord's approval for the transfer of 50% or more of tenant's assets, landlord shall not unreasonably withhold landlord's approval, shall provide such approval within fifteen days of tenant's request provided tenant shall provide both tenant's current financial statement as well as the current financial statement of the person or entity to which the assets are being transferred and provided that the person or entity to whom the assets are transferred signs this lease and provides proof of financial sufficiency to meet all obligations of this lease and further provided that tenant is paid to current on the lease and is not in default of any clause of this lease. Tenant agrees that tenant will not encumber, pledge or otherwise permit a lien to be placed on tenant's equipment located in the demised premises without first obtaining landlord's permission. Provided tenant is not in violation of this lease and further that tenant's payments to landlord are current, landlord shall grant such permission within fifteen days' of tenant's request. In the case where Landlord provides permission for tenant to cause a lien to be placed on tenant's equipment located within the demised premises, landlord has the right to request an additional security deposit that shall not exceed the rent at the time of the approval.

#### **Landlord's Rights. (9)**

- A. Inspection, etc. Landlord shall have the right, in addition to and not in substitution of other rights reserved herein, the following rights: Landlord or its representatives, upon not less than twenty-four (24) hours prior notice to Tenant (except in the case of emergencies when no advance notice shall be required), shall have the free and uninterrupted right to enter the Premises for the purposes of, but not limited to: (i) inspecting the Premises in order to determine whether Tenant has complied or is complying with the terms and conditions of this Lease; (ii) carrying out any purpose necessary, incidental or connected with the performance of Landlord's obligations, if any, under this Lease; and making any necessary repairs and replacements thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs, replacements or perform any such work or to commence the same immediately after written notice from Landlord or make changes or improvements to the demised premises based upon the sole judgment of the landlord including painting the premises provided such work is not done during the time of day tenant is actively occupying the premises (for example, Landlord may paint the premises during weekend hours provided the painting does not affect the tenant's use during tenant's normal business hours) (iii) displaying a "For Lease", "For Rent" and/or a "For Sale" sign on the Premises or Property (iv) installing or placing upon or affixing to the roof and/or exterior walls of the Premises or the Building equipment, signs, displays, antennae, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the Building or the Premises or materially adversely affect the Permitted Use, and (v) showing the Premises to prospective purchasers, mortgagees, brokers or tenants and to the representatives of landlord's lenders & insurance carriers. Nothing herein contained shall create or imply any duty upon the part of the Landlord to make any inspections, repairs, replacements or do any such work.
- A. B. Changes to the Property. Landlord shall have the right at any time and from time to time (i) to make changes to the layout of the Property. The property is shown on the site plan stored in tenant's offices in Haverford. Landlord may make changes in the locations of parking areas, entrances and exits, and other changes as landlord deems necessary and also (ii) to construct additional or other buildings or improvements on the Property and to make alterations or additions thereto. Any such changes and constructions may not substantially interfere with the operation or conduct of Tenant's Permitted Use of the Premises or substantially reduce access to or the visibility of the Premises by Tenant, its employees and business invitees.
- C. Exclusives; Service Providers. Landlord shall have the right to grant anyone the exclusive right to conduct any business or render any service in or to the Property including leasing spaces to existing or future tenants, provided such exclusive right shall not operate to exclude Tenant from conducting the Permitted Use. Without limiting the generality of the foregoing, Landlord shall have the right

from time to time to select the companies providing electric, gas, water, sprinkler and telecommunication services to the Property.

The exercise of the rights reserved to Landlord in this Section shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person.

**Exculpation, Indemnification; Subrogation. (10)**

- A. Exculpation. Landlord and Landlord's agents, employees, directors, officers, partners, constituent members, representatives, and contractors (collectively, the "Landlord Indemnitees") shall not be liable for, and Tenant hereby releases Landlord Indemnitees from all claims for, injury (including death) and damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises or Property, including, but not limited to, such claims for injury or damage resulting from (i) any wiring or installation; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, sprinkler system, drain or any other pipe or tank; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow or ice on sidewalks or parking areas, paved and non-paved areas or coming through the roof or into the Premises; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; (ix) loss of electric power or power surges, including without limitation, damage to computers or machinery, or loss of information; and (x) any act of omission of other tenants or occupants of the Property.
- B. Indemnity. Tenant agrees to indemnify and hold the Landlord Indemnitees harmless from and against all actions, claims, losses, liabilities, obligations, damages, penalties, costs, and expenses (including reasonable attorneys' fees, costs and expenses), imposed upon, incurred by or asserted against any of the Landlord Indemnitees by reason of (i) any injury (including death) or damage to any person or property in the Premises, (ii) any injury (including death) or damage to any person or property outside of the Premises to the extent caused by the negligence or willful misconduct of Tenant or any of Tenant's employees, servants, agents, or invitees, or (iii) Tenant's breach of this Lease.
- C. Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Lease, in the event of loss or damage to the Premises or the Building or to any contents therein, or injury (including death) to any person, each of Landlord and Tenant hereby waives for itself and anyone claiming by, through or under it, whether by subrogation or otherwise, all claims against the other for any such loss or damage (even if the loss or damage is caused by the negligence of the other party) to the extent that the party suffering the loss or damage: (1) has procured and maintained insurance that provides coverage for such loss or damage (even if



the loss or damage is less than or equal to the deductible on such policy); or (2) is required to procure and maintain such insurance pursuant to this Lease (regardless of whether such required insurance is actually procured or maintained, and even if the loss or damage is less than or equal to the deductible on such policy). All insurance policies so procured and maintained by each of Landlord and Tenant shall expressly waive any right on the part of the insurer against the other.

### **Responsibility of Landlord. (11)**

#### **A. Fire or Casualty.**

- (i) Destruction of Premises. If the Premises or the Building is destroyed or so damaged by fire or other casualty that the same cannot be restored within one hundred eighty days (180) after said fire or casualty, as determined by Landlord, then this Lease shall absolutely cease and terminate and all Rent shall be apportioned as of the effective date of termination and abated for the balance of the Term.
- (ii) Partial Destruction of Premises. If the damage caused as above be only partial and such that the Premises and the Building can be restored to their then condition within one hundred eighty (180) days after said fire or casualty, as determined by Landlord, then provided that sufficient insurance proceeds are made available to Landlord, Landlord shall restore the same with reasonable promptness, reserving the right to enter upon the Premises for that purpose. Landlord also reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the Building even though the effect of such entry is to render the Premises or a part thereof untenable. In either event, the Rent shall be apportioned and suspended during such period taking into account the proportion of the Premises rendered untenable and the duration of Landlord's possession.

#### **B Restoration.** Landlord shall determine whether it will repair the Premises and the Building as provided in clause (ii) or whether this Lease shall terminate as provided in this clause (i) by giving notice thereof to Tenant within forty-five (45) days from the day Landlord receives notice that the Premises has been destroyed or damaged by fire or other casualty. If Landlord determines that it can repair the Premises within one hundred eighty (180) days, then it shall commence such repairs within forty-five (45) days of the date that Landlord provides Tenant notice of such determination, provided that Landlord has adjusted its loss with its insurers. Notwithstanding anything to the contrary contained in this Section 11, if any material portion of the Premises is damaged by fire or other casualty during the last six (6) months of the Term, then either Tenant or Landlord shall have the option to terminate this Lease upon thirty (30) days' prior written notice to the

other, and all Rent shall be apportioned as of the effective date of termination and abated for the balance of the Term. Landlord shall have no obligation to repair or restore any Alterations or any personal property of Tenant, all of which shall be repaired and restored at Tenant's expense. Replacements and capital expenditure shall not be included in Operating Expenses. In the event the HVAC system serving the Premises needs to be replaced, Landlord shall be liable for replacement costs so long as Tenant has had the HVAC system properly serviced and has not caused visible damage to the unit. Should the HVAC unit experience normal wear and tear and need to be replaced, that replacement will be completed at the sole expense of the landlord.

- C. Maintenance, Repair. etc. Landlord shall maintain and repair the structural portions of the Building. As used herein, "structural portions" shall mean the foundations, permanent exterior walls, bearing walls, support columns, the roof, all exterior (whether above or below ground) utility connections and lines to the point of connection to the Premises, and the sprinkler system (other than the pipes related thereto that are located in the Premises, as to which Tenant shall be responsible for maintenance and repair). The cost of all such maintenance and repairs shall be included in the Operating Expenses.
- C. C. Parking Areas. Landlord shall maintain and repair the parking areas on the Land. In addition, Landlord shall plow snow from the parking areas with reasonable promptness. The cost of maintenance and repairs to the parking areas shall be included in Operating Expenses. Tenant agrees that landlord shall have no liability with regard to snow plowing as relates to tenant, tenant's business operations, tenant's employees, service people, customers and visitors. Tenant shall carry liability insurance sufficient to cover any liability resulting from snow plow by landlord, tenant or a third-party provider of snow plow service. In an emergency situation, tenant shall provide notice or information sufficient to make Landlord aware of the need to make a repair.
- D. Notice Required. Landlord shall not be required to make any repair which Landlord is required to make pursuant to this Section 11, until Landlord receives written notice (delivered by email, mail or text to Mark Kennedy) of the need for such repair from Tenant.
- E. Damage for Interruption of Use. Except for the abatement of Rent provided in Section 11(a) hereof in the event of fire or other casualty, Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Premises, or the termination of the Lease by reason of the destruction of the Premises.

Consequential Damages – In the event that tenant or tenant's employees, employees' possessions, or tenant's visitors suffer damage as a result of Landlord's actions or cause,

Landlord shall not be responsible for consequential damages or business losses or costs, but rather Landlord shall be responsible for property damage only.

**Condemnation. (12)**

If the Premises or any part thereof is taken or condemned for a public or quasi-public use, or Landlord agrees to convey the Land in lieu of condemnation, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and Rent shall abate in proportion to the area of the Premises taken or condemned or shall cease if all or substantially all of the Premises be so taken and no payments shall be due to tenant with regard to such condemnation. In either event, Tenant waives all claims Tenant may otherwise have against Landlord or the condemning authority by reason of the complete or partial taking of the Premises or the delivery by Landlord of a deed in lieu thereof. In the event of a partial taking, to the extent of the condemnation proceeds made available to Landlord, Landlord shall proceed with reasonable diligence to make all repairs necessary to restore the Premises and the Building to as near its former condition as circumstances will permit.

**Events of Default. (13)**

The occurrence of any of the following shall constitute an "Event of Default" under this Lease:

A. Tenant does not pay in full any installment of rent or any other charge, expense, or cost herein agreed to be paid by the Tenant, within five (5) days after written notice from Landlord that such sum is due and payable; provided, that with respect to installments of Base Rent, Landlord shall not be required to provide any notice.

B. Tenant vacates or abandons the Premises or assigns this Lease or sublets the Premises or any part thereof in violation of Section 8 (B).

~~C. Tenant violates or fails to perform or otherwise breaks any covenant or agreement herein contained, and Tenant shall not cure such violation or failure within thirty (30) days after written notice from Landlord thereof; provided, that if the nature of any such violation or failure is such that it is curable but cannot be cured, using reasonable diligence, within such thirty (30) day period, then no breach of this Lease shall be deemed to have occurred if and for so long as Tenant shall continue to prosecute curative actions in good faith and with diligence and completes such cure within sixty (60) days after such written notice.~~

D. Tenant becomes insolvent, or makes an assignment for the benefit of creditors or files a petition in bankruptcy.

E. A petition in bankruptcy is filed against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for Tenant is filed, or if proceedings for reorganization or for composition with creditors under any state or federal law be instituted by or against Tenant, and such petition, bill or proceeding remains undismissed or is not stayed within sixty (60) days after the filing thereof against Tenant.

**Remedies of Landlord (14)**

A. Upon an Event of Default as above set forth in Section 13, Landlord, or anyone acting on Landlord's behalf, at Landlord's option:

- (i) may file a legal action for possession of the Premises; and/or
- (ii) may accelerate the Base Rent and Additional Rent for the entire unexpired balance of the Term, or at the option of Landlord any part thereof, in which case all such Rent shall be immediately due and payable and in arrears as if by the terms and provisions of this Lease the whole balance of unpaid Rent were due on that date payable in advance; and/or
- (iii) may immediately proceed to distrain, collect or bring action for the Rent and other sums from time to time due under this Lease, as being Rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceeding for such Rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof, and Landlord may bring any such proceedings from time to time and at any time before or after termination of this Lease until Tenant pays such amounts; and/or
- (iv) to the fullest extent permitted by law, either before or after terminating this Lease, Landlord may re-enter and repossess the Premises, breaking open locked doors, if necessary, and may use as much force as necessary to effect such entrance; Landlord may remove all of Tenant's goods and property from the Building and store or dispose of the same, at Tenant's sole cost and expense; and/or
- (v) at its option, Landlord may serve notice upon Tenant that this Lease and the then unexpired Term shall cease and expire and become absolutely void on the date specified in such notice, to be not less than five (5) business days after the date of such notice, without any right on the part of Tenant to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the Term, as well as the entire right, title and interest of Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the expiration date of the Term. Thereupon, Tenant shall immediately quit and surrender the Premises to Landlord and Landlord may enter into and repossess the Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property therein, without being liable to indictment, prosecution or damages therefore; and/or
- (vi) may exercise all other rights and remedies available at law or in equity, including the right to obtain specific performance of Tenant's obligations under this Lease.
- (vii) in the event of default, Tenant agrees that Tenant shall not remove any asset from the property other than in the normal course of tenant's business. Tenant further agrees that Tenant will not pledge, assign, sell or encumber any of tenant's equipment located in the demised premises.

B. Tenant shall pay all costs and expenses incurred by Landlord in connection with Tenant's default under this Lease including, without limitation, reasonable attorneys' fees incurred in connection therewith and all costs incurred by Landlord in attempting to relet the Premises, including costs of remodeling and brokers' commissions. Landlord shall have the

right, but no obligation, to attempt to relet the Premises, whether before or after termination of this Lease.

C. In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

(i) WHEN THIS LEASE AND THE TERM SHALL HAVE BEEN TERMINATED BY LANDLORD ON ACCOUNT OF ANY EVENT OF DEFAULT, OR WHEN THE TERM SHALL HAVE EXPIRED, TENANT HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR TENANT AND FOR ANYONE CLAIMING BY, THROUGH OR UNDER TENANT AND TO CONFESS JUDGMENT AGAINST ALL SUCH PARTIES, AND IN FAVOR OF LANDLORD, IN EJECTMENT AND FOR THE RECOVERY OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY HEREOF SHALL BE GOOD AND SUFFICIENT WARRANT. AFTER THE ENTRY OF ANY SUCH JUDGMENT A WRIT OF POSSESSION MAY BE ISSUED THEREON WITHOUT FURTHER NOTICE TO TENANT AND WITHOUT A HEARING. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED IT SHALL BE DETERMINED AND POSSESSION OF THE PREMISES REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT DEFAULT(S) OR UPON THE TERMINATION OF THIS LEASE OR TENANT'S RIGHT OF POSSESSION AS HEREIN SET FORTH, TO AGAIN CONFESS JUDGMENT AS HEREIN PROVIDED, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY HEREOF SHALL BE GOOD AND SUFFICIENT WARRANT.

(ii) IF AN EVENT OF DEFAULT IN THE PAYMENT OF BASE RENT OR ADDITIONAL RENT DUE HEREUNDER OCCURS, THEN TENANT HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR TENANT AND TO CONFESS JUDGMENT AGAINST TENANT, AND IN FAVOR OF LANDLORD, FOR ALL SUMS DUE HEREUNDER PLUS INTEREST AT THE DEFAULT RATE OF INTEREST, COSTS AND AN ATTORNEY'S COLLECTION COMMISSION EQUAL TO 15 % OF ALL SUCH SUMS BUT NOT LESS THAN \$10,000, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY HEREOF SHALL BE GOOD AND SUFFICIENT WARRANT.

(iii) TENANT UNDERSTANDS THAT THE FOREGOING PERMITS LANDLORD TO ENTER A JUDGMENT AGAINST TENANT WITHOUT PRIOR NOTICE OR HEARING. ONCE SUCH A JUDGMENT HAS BEEN ENTERED AGAINST TENANT, ONE OR MORE WRITS OF EXECUTION OR WRITS OF GARNISHMENT MAY BE ISSUED THEREON WITHOUT FURTHER NOTICE TO TENANT AND WITHOUT A HEARING, AND, PURSUANT TO SUCH WRITS, LANDLORD MAY CAUSE THE SHERIFF OF THE COUNTY IN WHICH ANY PROPERTY OF TENANT IS LOCATED TO SEIZE TENANT'S PROPERTY BY LEVY OR ATTACHMENT. IF THE JUDGMENT AGAINST TENANT REMAINS UNPAID AFTER SUCH LEVY OR ATTACHMENT, LANDLORD CAN CAUSE SUCH PROPERTY TO BE SOLD BY THE SHERIFF

EXECUTING THE WRITS, OR, IF SUCH PROPERTY CONSISTS OF A DEBT OWED TO TENANT BY ANOTHER ENTITY, LANDLORD CAN CAUSE SUCH DEBT TO BE PAID DIRECTLY TO LANDLORD IN AN AMOUNT EQUAL UP TO BUT NOT TO EXCEED THE AMOUNT OF THE JUDGMENT OBTAINED BY LANDLORD AGAINST TENANT, PLUS THE COSTS OF THE EXECUTION. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY OF SAID RENTAL AND OTHER SUMS SHALL FALL DUE OR BE IN ARREARS, AND SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE TERM.

**Waivers by Tenant of Errors, Right of Appeal, Stay, Exemption, Inquisition (15)**

- A. The warrants to confess judgment set forth above shall continue in full force and effect and be unaffected by amendments to this Lease or other agreements between Landlord and Tenant and Tenant waives any procedural errors in connection with the entry of any such judgment or in the issuance of any one or more writs of possession or execution or garnishment thereon.
- B. This Lease sets forth all notices to which Tenant is entitled with respect to defaults and the exercise of remedies by Landlord. TENANT KNOWINGLY AND EXPRESSLY WAIVES (i) ANY RIGHT, INCLUDING, WITHOUT LIMITATION, UNDER ANY APPLICABLE STATUTE (INCLUDING, WITHOUT LIMITATION, 68 P.S. §250.501, AS AMENDED), WHICH TENANT MAY HAVE TO RECEIVE A NOTICE TO QUIT PRIOR TO LANDLORD'S COMMENCING AN ACTION FOR REPOSSESSION OF THE PREMISES AND (ii) ANY RIGHT WHICH TENANT MAY HAVE TO NOTICE AND TO HEARING PRIOR TO A LEVY UPON OR ATTACHMENT OF TENANT'S PROPERTY OR THEREAFTER.

**Right of Assignee of Landlord. (16)**

The right to enforce all of the other provisions of this Lease may, at the option of any assignee of this Lease, be exercised by any assignee of the Landlord's right, title and interest in this Lease in his, her or their own name, notwithstanding the fact that any or all assignments of the said right, title and interest may not be executed and/or witnessed, and including all supplements and amendments thereto that have been or may hereafter be passed and Tenant hereby expressly waives the requirements of the acts of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

**Remedies Cumulative (17)**

All of the remedies hereinbefore given to Landlord and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this Lease or the taking or recovering of the Premises shall deprive Landlord of any of its remedies or actions against Tenant for Rent due at the time or which, under the terms hereof, would in the future become due as if there has been no determination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for Rent or breach of covenant, or the resort to any other remedy herein

provided for the recovery of Rent be construed as a waiver of the right to obtain possession of the Premises.

#### **Performance Of Tenant's Covenants (18)**

If Tenant shall fail to perform any covenant or agreement on Tenant's part to be performed, Landlord shall have the right but not obligation to perform the same for the account and at the expense of Tenant, after first giving notice to Tenant of its intention to do so (provided that notice is not required in event of an emergency), and in connection therewith Landlord shall have the right to cause its agents, employees and contractors to enter upon the Premises, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action. If Landlord at any time is compelled to pay, or elects to pay, any sum of money, or to do any act which will require the payment of any sum of money, by reason of the existence of a default by Tenant, or if Landlord incurs any expense, including reasonable counsel fees, in instituting, prosecuting or defending against any action or proceeding instituted by reason of any default by Tenant, the amount of such payments or expenses shall be paid by Tenant to Landlord as Additional Rent within ten (10) days following Tenant's receipt of notice of such payment from Landlord, together with interest thereon at the Default Rate of Interest.

#### **Miscellaneous Agreements and Condition (19)**

A. Effect of Repairs on Rental. No contract entered into or that may be subsequently entered into by Landlord with Tenant, relative to any alterations, additions or improvements, nor the making or the failure to make by Landlord or its agents or contractors of such alterations, additions or improvements shall in any way affect the payment of the Base Rent or other charges at the time specified in this Lease.

B. Waiver of Custom. It is hereby covenanted and agreed, any law, usage, or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct on the part of Landlord in refraining from so doing at any time or times; and, further, that the failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms provisions and covenants of this Lease or as having in any way or manner modified the same.

C. Estoppel Certificates. Tenant agrees that within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord, Landlord's mortgagee, or other person designated by Landlord, a certificate in a form as may, from time to time, be provided by Landlord, ratifying this Lease and certifying that (i) Tenant has entered into occupancy of the Premises and the date of such entry if such is the case; (ii) this Lease is binding upon the Tenant in accordance with its terms, and has not been assigned, modified, supplemented, or amended in any way (or, if there has been any assignment, modification, supplement, or amendment, identifying the same); (iii) this Lease plus any future amendments represent the entire agreement between Landlord and Tenant as to the subject matter hereof; (iv) the date of commencement and expiration of the Term; (v) all conditions under this Lease to be

performed by Landlord have been satisfied (and if not, what conditions remain unperformed); (vi) no default exists in the performance or observance of any covenant or condition in this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord (or specifying each default, defense or offset); (vii) no Base Rent, Additional Rent and any other sums have been paid more than one (1) month in advance and no Security Deposit has been deposited with Landlord except as set forth in this Lease, and (viii) the date to which Base Rent, Additional Rent and all other sums have been paid under this Lease; and (viii) there are no extensions or renewal options or options to purchase or expand the Premises except those noted in the Estoppel Certificate. (which shall properly state the renewal option included in this Lease).

D. Landlord's Lien. In addition to the statutory Landlord's lien, Landlord shall have, at all times, and Tenant hereby grants to Landlord, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently or which may hereafter be situated on the Premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Base Rent and Additional Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of any Event of Default, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant ~~(but not the individual guarantors)~~ situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale. Any surplus shall be paid to Tenant or as otherwise required by law; and Tenant shall pay any deficiencies therein to Landlord forthwith. Landlord shall have the right to file one or more financing statements in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the Commonwealth of Pennsylvania.

A. E. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, agent or other person or entity in connection with the transaction contemplated by this Lease and that no broker, agent or other person or entity brought about this transaction or is due a payment for such services. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other person or entity claiming a commission or other form of compensation by having dealt with Tenant with regard to this leasing transaction.

F. Force Majeure. Notwithstanding anything to the contrary in this Lease, Landlord shall be excused for the period of any delay in the performance of any of its obligations under this Lease, when prevented from so doing by any cause or causes beyond Landlord's reasonable control, which shall include, without limitation, delay in obtaining possession of the Premises due to the holdover by an existing occupant, all labor disputes, strikes, inability to obtain any labor, materials or services, civil commotion, war, terrorism, restrictions, limitations or delays caused



by governmental regulations or governmental agencies (including delays in the receipt of necessary permits), adverse weather conditions, disease & epidemics or acts of God.

G. Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that no provision contained in this Lease nor any act by the parties shall be deemed to create any relationship other than the relationship of landlord and tenant.

H. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease is, and shall be deemed and construed as, a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

I. Time. Time is of the essence with respect to each term and provision of this Lease.

J. Survival. Any and all obligations and/or agreements set forth in this Lease which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Lease, or which arose and was not performed prior to the expiration or early termination of this Lease, shall survive and be enforceable after the expiration or earlier termination of this Lease. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Lease, shall survive any termination of this Lease.

K. Recording. Tenant shall not record this Lease or a memorandum hereof without the written consent of Landlord.

L. Banned Persons. Tenant represents and warrants to Landlord that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation, named by any Executive Order or the United States Treasury Department as a "terrorist", "Specially Designated National and Blocked Person", or other banned or blocked person, group, or nation (collectively, "Banned Persons") pursuant to any anti-terrorism law; (ii) Tenant is not engaged in this Lease transaction, or instigating or facilitating this Lease, directly or indirectly on behalf of any Banned Person; (iii) Tenant, currently does not appear, and throughout the term of this Lease, Tenant shall not appear, on any list of Banned Persons; (iv) no anti-terrorism law prohibits Landlord from doing business with Tenant; and (v) Tenant, shall not, during the term of this Lease, violate any anti-terrorism laws. For purposes of this Lease, "anti-terrorism laws" shall mean Executive Order 13224 and related regulations promulgated and enforced by the Office of Foreign Assets Control, the Money Laundering Control Act, the United States Patriot Act, or any similar law, order, rule or regulation enacted in the future. Tenant hereby agrees to defend, indemnify, protect, and hold harmless Landlord from and against any and all claims,

damages, losses, risks, liabilities, fines, penalties, expenses (including attorneys' fees) and costs arising from or related to a breach of the foregoing representations and warranties. The foregoing indemnity obligations of Tenant shall survive the termination or expiration of this Lease.

**Subordination and Attornment. (20)**

This Lease shall be automatically subject and subordinate to the lien of any mortgage, deed of trust or ground lease now or hereafter placed upon all or any part of the Property by Landlord. Tenant agrees that in the event any person, firm, corporation or other entity acquires title or the right to possession of the Property, including any mortgagee or holder of any estate or interest having priority over this Lease, Tenant shall, if requested by such person, firm, corporation or other entity, attorn to and become the tenant of such person, firm, corporation or other entity, upon the same terms and conditions as are set forth herein for the balance of the Term.

Notwithstanding the foregoing, any mortgagee may, at any time, subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery, and in that event, such mortgagee shall have the same rights with respect to this Lease as though the Lease had been executed prior to the execution and delivery of the mortgage.

Tenant, if requested by Landlord, shall execute any such instruments in recordable form as may be reasonably required by Landlord or its mortgagee in order to confirm or effect the subordination or priority of this Lease, as the case may be, and the attornment of Tenant to future landlords in accordance with the terms of this Section 20.

**Notices. (21)**

Any notice permitted or required to be sent under this Lease by either Landlord or Tenant shall be in writing, and shall be given to the Party to whom such notice is to be delivered either personally or by sending a copy thereof by United States certified mail, return receipt requested, postage prepaid, or by a national next business day courier service, charges prepaid, to such party's address set forth in the Data Sheet or such other address as the receiving Party may designate by written notice to the other Party. All notices shall simultaneously (in addition thereto) be sent by email to the address listed in this lease. If the notice is delivered personally, then it shall be deemed to have been given on the date of personal delivery. If the notice is sent by mail or national courier service, then it shall be deemed to have been given to the person entitled thereto within three (3) business days after deposit in the United States mails or one (1) business day after deposit with the courier service. Notice may also be given to a Party by facsimile to the recipient Party's facsimile number or by email to the recipient Party's email address, provided that a hard copy of such notice is simultaneously given by either certified mail or national courier service as aforesaid. ~~Note that if a notice is hand delivered or sent by regular mail, the sending party shall make an effort to provide a copy of the notification by email; however, the email shall not be required.~~

**Surrender of Premises; Holding Over. (22)**

- A. Upon the expiration or the early termination of this Lease Tenant shall peaceably surrender possession of the Premises to Landlord in the same condition the

Premises were in as of the Commencement Date of this Lease, ordinary wear and tear excepted, and Tenant shall remove of all furniture, trade fixtures, equipment, sign(s) and all other items of personal property of Tenant and others and leave the Premises in broom clean condition. If such removal causes damage or destruction to the Premises and/or the Property, Tenant shall forthwith repair and replace such damage or destruction. If such damage or destruction is not repaired and replaced within five (5) days after notice to Tenant, Tenant shall pay to the Landlord Landlord's estimate of the cost and expenses that Landlord will incur by reason of such failure together with interest on such estimated sum from the date of landlord's notice until paid, at the Default Rate of Interest. If Tenant should fail or refuse to remove any such property within ten (10) days after the end of the Term, then Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Landlord free and clear of all liens, claims and encumbrances and without any cost, set-off, credit, allowance or otherwise; and Landlord may, at its sole option, accept such title to such property, or at Tenant's expense may, (i) remove the same or part thereof in any manner that Landlord may choose, repairing any damage to the Premises and Property caused by such removal, or (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other party. Tenant may not remove any equipment or other items affixed to the property (walls, floors, ceiling, roof, etc.) without prior written permission of Landlord. Should Landlord request that tenant remove items that tenant affixed to the demised premises, then tenant shall remove said items and repair any damage caused by such removal. Should tenant owe Landlord money, Tenant shall not remove Tenant's equipment, inventory or other assets without prior written permission from the landlord.

- B. If Tenant fails to surrender the Premises and/or holds possession of the Premises after the expiration or earlier termination of the Term, by lapse of time or otherwise ("Hold Over Period"), Tenant shall become a tenant at sufferance upon all the terms contained herein, except as to the Term, Base Rent and Additional Rent. During the Hold Over Period Tenant shall pay to Landlord in advance commencing on the 1st day of the Hold Over Period and each monthly anniversary thereof thereafter a monthly rental equal to the aggregate of the following: (i) Additional Rent due and payable for the last month of the Term, and (ii) an additional amount equal to 50% of the rent paid in (1), this additional amount shall be called Additional Rent. The Base Rent and Additional Rent payable for and during the Hold Over Period shall be payable monthly in advance and shall in no event be construed as a penalty or as liquidated damages for such retention of possession. This payment, which is equal to 150% of the base rent paid in the final month before the holdover period, shall be called "Holdover Rent." No holding over by the Tenant, whether with or without the consent of the Landlord, shall operate to extend this Lease except as expressly agreed in writing by the Landlord. The foregoing notwithstanding, if Landlord does not agree in writing that Tenant may hold over after the expiration of the Term or earlier

termination of this Lease, Landlord, in addition to accepting the Rent as above provided during the Hold Over Period, shall be entitled to pursue all remedies at law or equity provided in this Lease and which Landlord is otherwise entitled, including, without limitation rights to ejectment and damages. Without limiting the forgoing, Tenant hereby agrees to indemnify, defend and hold harmless Landlord and its representatives, employees, agents, partners, officers, directors, constituent members and contractors from and against all claims, liabilities, actions, losses, damages and expenses asserted against or sustained by any party and arising from or by reason of such retention of possession, which obligations shall survive the expiration or early termination of this Lease.

**Lease Contains All Agreements (23)**

It is expressly understood and agreed by and between the parties hereto that this Lease and the exhibits attached hereto and forming part hereof set forth all the promises, agreements, conditions and understandings between Landlord or its agents and Tenant relative to the Premises and the Property, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**Successors and Assigns. (24)**

A. All rights and liabilities herein given to, or imposed upon, the respective Parties shall extend to and bind the several and respective successors and assigns of said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "it", "his" and "him" wherever stated herein shall be deemed to refer to the "Landlord" and "Tenant" whether such Landlord or Tenant be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid.

B. Landlord's obligations hereunder shall be binding upon Landlord (and each successor Landlord) only for the period of time that such Landlord is in ownership of the Property, and upon termination of that ownership, except as to any obligations which have then matured, Tenant shall look solely to such Landlord's successor in interest in the Property for the satisfaction of each and every obligation of Landlord hereunder.

**Landlord's Liability. (25)**

The liability of Landlord (and its partners, officers, shareholders, constituent members and directors) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Land shall be limited to Tenant's actual direct, but not consequential, damages therefore and shall be recoverable only from the

interest of Landlord in the Property, and Landlord (and its partners, officers, constituent members, shareholders and directors) shall not be personally liable for any deficiency nor shall any other entity be liable for any default, damage, claim or involved in any way with tenant nor shall any third party company be liable other than the Landlord, Washington Street Partners II, LP.

**Headings Not Part of Lease. (26)**

Any headings preceding the text of the several Sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning.

**Waiver Of Trial By Jury. (27)**

IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. IT IS FURTHER MUTUALLY AGREED THAT IF LANDLORD COMMENCES ANY SUMMARY PROCEEDING FOR NON-PAYMENT OF RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING.

**Corporate Covenants and Warrants. (28)**

If Tenant is a corporation, the persons executing this Lease on behalf of the Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in the Commonwealth of Pennsylvania and that they are duly authorized by the Board of Directors of the Tenant to execute and deliver this Lease on behalf of the Tenant or Party.

**Security Deposit. (29)**

Tenant shall pay to Landlord upon the execution of this Lease the sum designated as the Security Deposit in the Data Sheet, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Tenant's damages upon an Event of Default. Landlord may, from time to time following a default by Tenant and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Provided that Tenant has performed all of its obligations hereunder, Landlord shall, within forty-five (45) days after the term ends, return to Tenant the portion of the Security Deposit which was not applied to satisfy Tenant's obligations. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, then Landlord shall assign the Security Deposit or the remaining balance thereof to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

### **Any Part of the Building for Any Part of a Month (28)**

Tenant agrees that if tenant's personnel or possessions or equipment or supplies occupy any portion of the premises for any portion of a month then tenant is deemed to have and agrees to have occupied the entire premises for the entire month.

### **Health Emergency, Epidemic, Healthy Practices (29)**

Should any governmental authority declare a health emergency, tenant agrees to comply with all rules, regulations and requirements promulgated by such authority. In general, Tenant agrees to use reasonable precautions in addressing any health or epidemic emergency, potential infection, contagion or exposure to harmful bacteria and viruses and other disease producing organisms by proper cleaning and disinfecting of the premises, immediate exterior and common areas used by tenant. Tenant shall clean and disinfect all surfaces, HVAC equipment, bathroom facilities, entrances including doors and windows as needed. Tenant shall limit access to the premises by anyone who is identified or is known to be a contagion risk. In cases where a health emergency or epidemic does not exist, Tenant will use the cleaning and disinfecting practices outlined in this paragraph as needed to ensure the health and welfare of Tenant and Tenant's employees, guests, service people, guests, visitors and any others who may enter tenant's premises or tenant's areas used outside of tenant's premises but located on the property (WSP). Tenant agrees that cleaning and disinfecting is the sole responsibility of the tenant and not the responsibility of the landlord and tenant indemnifies and holds landlord harmless from any claims as a result of contagion or other illness or injury of tenant, tenant's employees, tenant's service providers, customers, guests and other visitors. Tenant will post all required signs and notifications required by any governmental authority as relates to any health emergency. Should Landlord be sued by tenant's employees, service providers, customers, guests, or visitors related to any health or health contagion issues, tenant agrees to indemnify landlord regarding any such legal action and related costs. Tenant will defend landlord in any such legal action against landlord.

### **Owners Guarantee (30)**

~~Note that owners have provided a limited personal guarantee both jointly and individually as part of this lease. Should owners fail to perform under the guarantee, then owners acknowledge that Landlord may exercise all the rights and actions against the owners as Landlord may exercise against Tenant. These rights include those capitalized in this lease related to legal actions and confessions of judgment.~~

THIS LEASE CONTAINS WARRANTS TO CONFESS JUDGMENT AGAINST TENANT. TENANT UNDERSTANDS THAT IN GRANTING THESE WARRANTS TO CONFESS JUDGMENT TENANT WAIVES RIGHTS TO NOTICE AND HEARING BEFORE ENTRY OF JUDGMENT AND EXECUTION ON THAT JUDGMENT. TENANT HAS DISCUSSED THE MEANING AND AFFECT OF THESE CONFESSION OF JUDGMENT PROVISIONS WITH ITS OWN INDEPENDENT COUNSEL, OR HAS HAD REASONABLE OPPORTUNITY TO DO SO.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby:

The signing page is on the next page.

For Washington Street Partners, LP

By: \_\_\_\_\_

Title: Mark Kennedy, Member of Pear Properties, LLC. The general partner of Washington Street Partners, LP

For: Manish Sharma

By: \_\_\_\_\_  
Manish Sharma, an individual residing at the home listed in this lease.

Signing Date: \_\_\_\_\_

For Kraft Paper Mill LLC

\_\_\_\_\_  
By Manish Sharma, President

Signing Date: \_\_\_\_\_

## EXHIBITS

Exhibit “A”	Floor Plan(s)
Exhibit “B-1”	Description of Land
Exhibit “B-2”	Site Plan
Exhibit “C”	Rules and Regulations
Exhibit “D”	Work

## **EXHIBIT “A”**



FLOOR PLAN

AVAILABLE AT LANDLORD'S OFFICES IN HAVERFORD, PA

TENANT ACKNOWLEDGES AND AGREES THAT THE LEASE IS CONSIDERED COMPLETE WITHOUT THE ATTACHMENT OF EXHIBIT "A" WHICH MAY BE PROVIDED AT A LATER DATE.

EXHIBIT "B-1"

DESCRIPTION OF LAND

AVAILABLE AT LANDLORD'S OFFICES IN HAVERFORD, PA

TENANT ACKNOWLEDGES AND AGREES THAT THE LEASE IS CONSIDERED COMPLETE WITHOUT THE ATTACHMENT OF EXHIBIT "B-1" WHICH MAY BE PROVIDED AT A LATER DATE.

**EXHIBIT "B-2"**

SITE PLAN

AVAILABLE AT LANDLORD'S OFFICES IN HAVERFORD, PA

TENANT ACKNOWLEDGES AND AGREES THAT THE LEASE IS CONSIDERED COMPLETE WITHOUT THE ATTACHMENT OF EXHIBIT "B-2" WHICH MAY BE PROVIDED AT A LATER DATE.

**EXHIBIT "C"**

RULES AND REGULATIONS

1. Definitions. Wherever in these Rules and Regulations the word "Tenant" is used, it shall be taken to apply to and include Tenant and its agents, employees, invitees, licensees, subtenants and contractors, and is to be deemed of such number and gender as the circumstances require. The word "room" is to be taken to include the space covered by this Lease. The word "Landlord" shall be taken to include the employees and agents of Landlord.
2. Use of Common Area. The streets, sidewalks, entrances, halls, passages, elevators, stairways and other common areas provided by Landlord shall not be obstructed by Tenant, or used by it for any other purpose than for ingress and egress.
3. Washrooms. Toilet rooms, water-closets and other water apparatus shall not be used for any purposes other than those for which they are constructed. Each bathroom shall have a sign provided by Tenant designating proper disposal of feminine sanitary products and shall have a receptacle for that purpose.
4. General Prohibitions. In order to ensure proper use and care of the Building, Tenant shall not allow any sign, advertisement or notice to be fixed to the Building, inside or outside. Should Landlord provide a written agreement to allow tenant to place a sign in or on the Building, in no event shall any such sign, advertisement or notice be greater than 18" high, 24" long or exceed 3 square feet in size.

Tenant may not:

- 4.1 Cause loud or disturbing noises or any other disturbance of any kind;
- 4.2. Mark, create graffiti, or defile elevators, water-closets, toilet rooms, walls, windows, doors or any other part of the Building;
- 4.3. Place anything on the outside of the Building, including roof setbacks, window ledges and other projections;
- 4.4. Cover or obstruct any window;
- 4.5. Interfere with the heating or cooling equipment or adjust any locked thermostat;
- 4.6. Leave the Premises without locking doors, stopping all office machines, and extinguishing all lights;
- 4.7. Install any shades, blinds, or awnings;
- 4.8. Use any electrical heating device;
- 4.9. Except as may be expressly permitted by the Permitted Use, manufacture any commodity, or prepare to dispense any foods or beverages, whether by vending or dispensing machines or otherwise, or alcoholic beverages, tobacco, drugs, flowers, or other commodities or articles;
- 4.10. Give its employees or other persons permission to go upon the roof of the Building; or
- 4.11. Place door mats in public corridors.

4.12 Create or allow any odor that is objectionable to guests or other visitors, other tenants who occupy the property, neighbors, public officials, the owner or any of the owner's staff.

5. Publicity. Tenant shall not use the name of the Building in any way in connection with its business except as the address thereof. Landlord shall also have the right to prohibit any advertising by Tenant which, in its opinion, tends to impair the reputation of the Building or its desirability as a building for offices, flex or warehouse or other use; and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

6. Business Machines. Business machines and mechanical equipment which cause vibration, noise, cold or heat that may be transmitted to the Building structure or to any leased space outside the Premises shall be placed and maintained by Tenant, at its sole cost and expense, in settings of cork, rubber or spring type vibration eliminators sufficient to absorb and prevent such vibration, noise, cold or heat.

7. Movement of Equipment. Landlord reserves the right to designate the time when and the method whereby freight, small or large office equipment, furniture, safes and other like articles may be brought into, moved, or removed from the Building or rooms, and to designate the location for temporary disposition of such items. In no event shall any of the foregoing items be taken from Tenant's space for the purpose of removing same from the Building without the express consent of both Landlord and Tenant.

8. Public Entrance. Landlord reserves the right to exclude the general public from the Building upon such days and at such hours as in Landlord's judgment will be for the best interest of the Building and its tenants. Persons entering the Building after 6:00 p.m. on business days and at all times on Saturdays, Sundays and holidays may be required to sign a register maintained for that purpose. Landlord may have security cameras which may have recording devices and Tenant give Landlord permission to view these cameras and have these cameras record.

9. Rights Reserved to Landlord. Without abatement or diminution in rent, Landlord reserves and shall have the following additional rights:

9.1. To change the name and/or street address of the Building and the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilet or other public parts of the Building;

9.2. To install and maintain a sign or signs on the exterior of the Building;

9.3. To have access for Landlord and other tenants of Building to any mail chutes, if any, located on the Premises according to the rules of the United States Post Office;

9.4. To designate all sources furnishing sign painting and lettering, ice, drinking water, towels and toilet supplies, and other like services used on the Premises;

9.5. To make, either voluntarily or pursuant to governmental requirement, at Landlord's own expense, repairs, alterations or improvements in or to the Building or any part thereof and during alterations, to close entrances, doors, windows, corridors, elevators or other facilities, provided

that such acts shall not unreasonably interfere with Tenant's use and occupancy of the Premises as a whole;

- 9.6. To erect, use and maintain pipes and conduits in and through the Premises;
- 9.7. During the last six (6) months of the Lease Term or prior to that time if Tenant vacates the Premises, to decorate, remodel, repair, alter otherwise prepare the Premises for reoccupancy;
- 9.8. To constantly have pass keys to the Premises;
- 9.9. To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;
- 9.10. To exhibit the Premises to others and to display "For Rent" and "For Sale" signs on the Premises; and
- 9.11. To take any measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building as may be necessary or desirable in the operation of the Building.

Landlord may enter upon the Premises and may exercise any of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

10. Regulation Change. Landlord shall have the right to make such other and further reasonable Rules and Regulations, as in the judgment of Landlord, may from time to time be needful for the safety, appearance, care and cleanliness of the Building and for the preservation of good order therein and for the non-disturbance of the tenants therein. Landlord shall not be responsible to Tenant for any violation of Rules and Regulations by any other tenant.

## **EXHIBIT "D"**

### **WORK**

Landlord's Work - none

Landlord's work was not required. The premises is accepted by Tenant.

## **END OF LEASE**

