

LEGAL NOTICE
WHITPAIN TOWNSHIP ZONING HEARING BOARD

Whitpain Township Zoning Hearing Board will meet for a regular meeting on Thursday, January 19, 2017 at 7:00 PM at the Whitpain Township Building, 960 Wentz Road, Blue Bell, Pennsylvania 19422, to consider the following applications and any other business properly before the Board:

NO. 2099-16: TOLL BROTHERS, INC. desires to occupy a portion of a four-story office building known as “Veva 14” located at 1777 Sentry Parkway West, Blue Bell, PA 19422 in the A-R Administrative and Research District as a general office space for its professional design staff, including an accessory “finish selection gallery” for the selection of finishes for individuals purchasing a home from the Applicant (the “Proposed Use”). In connection therewith, the Applicant requests the following relief: (1) a determination that the Proposed Use is permitted by Article XVII, Section 160-102.A as “offices for administrative, executive, professional, sales and other similar uses, the attributes of which do not involve the actual storage, exchange, or delivery of merchandise on the premises”; (2) in the alternative, the Applicant requests a special exception pursuant to Article XVII, Section 160-102.D to permit the Proposed Use as a use of the same general character as the uses permitted in the A-R Administrative and Research District; (3) a variance from Article XXVI, Section 160-191.F relating to signage to permit the installation of one (1) non-illuminated building façade sign by a tenant occupying less than 50% of the floor area of the building in question; and (4) a variance from Article XXVI, Section 160-191.F to permit such sign to measure 32 square feet, where 16 square feet is permitted.

All applications and plans are on file and may be examined at the Whitpain Township Office during normal business hours. **THE APPLICANT AS WELL AS ALL PERSONS INTERESTED AND/OR WISHING TO BE HEARD IN ANY MATTER MUST BE PRESENT FOR THE HEARING.** Notice is being sent to all property owners in the immediate vicinity of the subject premise. **ANYONE WISHING TO RECEIVE A NOTICE OF THE DECISION MUST APPEAR AND SIGN THE REGISTER AT THE HEARING.** At the completion of the hearing, the Zoning Hearing Board will render a decision, unless it deems additional time is required for consideration and discussion, in which case it will continue the public meeting to an announced date and time for that purpose.

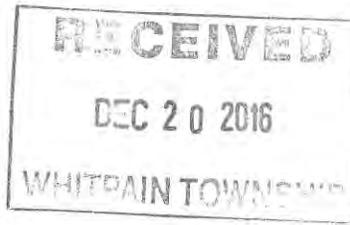
The Whitpain Township Planning Commission will also review these applications on Tuesday, January 10, 2017 at 7:30 PM. Since the comments of the Planning Commission are given to the Board of Supervisors and the Zoning Hearing Board for their consideration, all Applicants are encouraged to attend the Planning Commission meeting to explain the relief they have requested.

Persons with a disability who wish to attend the above-referenced administrative hearing and require an auxiliary aid, service or other accommodation to

participate in the hearing, please contact the Township ADA Coordinator at (610)-277-2400.

**ZONING HEARING BOARD
OF WHITPAIN TOWNSHIP**

Whitpain Township
960 Wentz Road
Blue Bell, PA 19422-0800
buildingandzoning@whitpaintownship.org



APPEAL NO. ZHB#2099-16

Phone: (610) 277-2400
Fax: (610) 277-2209
Office Hours: Mon - Fri 1-2PM
& by Appointment

ZONING HEARING BOARD APPLICATION

W M 12/27/16

Zoning District: <u>A-B</u>	Chapter 160
Article: <u>XVII</u>	Section: <u>160-102</u>
Article: <u>XVII</u>	Section: <u>160-102.A</u>
Article: <u>XVII</u>	Section: <u>160-102.D</u>
Article: <u>XXVI</u>	Section: <u>160-191.F</u>

DO NOT WRITE ABOVE THIS LINE

Applicant Name: Toll Brothers, Inc.
 Owner Equitable Owner Tenant Other

Address: 250 Gibraltar Road, Horsham, PA 19044

Phone #: H. _____ W. _____ Fax No: _____

Pursuant to Chapter 160, Section 160-224 of the Code of the Township of Whitpain, a public hearing is hereby requested to consider the following:

- An appeal from the determination of the Code Enforcement Officer
- A request for a variance
- A request for a special exception
- An appeal from a Zoning Enforcement Notice
- Other - Describe below

Property Address: 1777 Sentry Parkway West, Suite 100
(IF DIFFERENT FROM ABOVE)

Description of relief requested. Check all that apply:

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> Addition | <input checked="" type="checkbox"/> Use | <input checked="" type="checkbox"/> Signage |
| <input type="checkbox"/> Flood Plain | <input type="checkbox"/> Minimum yard setback | <input type="checkbox"/> Expansion of Non-conforming use |

Describe request: Determination and/or special exception related to use and sign variance. See attached Addendum.

Attorney: Amee S. Farrell/Kaplin Stewart
 Address: 910 Harvest Dr., P.O. Box 3037
Blue Bell, PA 19422
 Phone #: (610) 941-2547
 Fax #: (610) 684-2010

Amee Farrell
 APPLICANT SIGNATURE
 by: Amee S. Farrell, Esquire
 AGENT
 Counsel for Applicant
 ADDRESS

AN ADDITIONAL FEE OF \$250 SHALL BE CHARGED FOR ANY CONTINUANCE REQUESTED BY THE APPLICANT. THIS FEE SHALL BE PAID PRIOR TO THE RESCHEDULING OF THE HEARING.

ZONING HEARING BOARD PLOT PLAN REQUIREMENT - CHECK LIST

Plot Plans (The following information must be on ALL plot plans except as noted below or except as requested by waiver letter.

- Name(s) of owners (name of legal owner, name of equitable owner).
- Name(s) of tenant or other occupant(s).
- Address of property.
- Date of preparation of drawing.
- Name of Preparer.
- Zoning classification of the property.
- North arrow (Compass Direction).
- Scale of not less than 1" = 20'; In the case of large projects, not less than 1" = 40'.
- Entire property including property line and distances.
- *Courses of property lines.
- Existing structures with dimensions of all sides.
- N/A Date of construction of existing structures.
- N/A Proposed structures with dimensions of all sides.
- N/A Distances of existing and proposed structures from property lines.
- N/A Nearest existing structures on adjacent properties, within 100' of property lines. Give use and distances from Applicant's property line.
- Names and addresses of adjacent property owners.
- N/A *Existing contour lines at 2' intervals. (Where slope exceed 10%, then 5' intervals may be used).
- N/A Details of proposed grading and drainage.
- N/A Existing trees over 4" in diameter affected by proposed construction.
- Existing and proposed roads, driveways, and parking areas showing number of parking spaces and traffic flow arrows.
- *Calculations of off-street parking as required by ordinance.
- N/A Setback lines for building and parking areas.
- Ultimate right-of-way lines of adjacent street(s).
- N/A Areas of existing and proposed structures (individual figure for each structure) and percent of lot coverage of existing and proposed structures.
- N/A Calculation of ratio of area of additions to area of existing structures.
- N/A Building heights, existing and proposed.
- Location and size of signs, existing and proposed.
- N/A Location and type of outdoor lights, existing and proposed.
- *Surface material and dimensions of paved areas, existing and proposed.
- *Landscaping, existing and proposed.
- N/A Floodplain Conservation District lines.

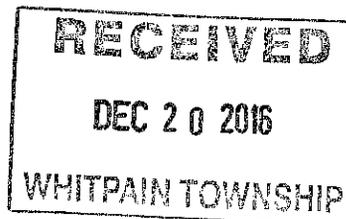
Building Plans (if applicable)

- Plans of all floors of proposed building structures at scale of not less than 1/8" = 1' showing heights, exterior materials, and signs.
- Elevations of proposed building structures at scale of not less than 1/8" = 1' with dimensions where additions are proposed.

General Information

Fifteen (15) copies plus original of each drawing are required. (Two must be darkened and shaded with colored pencil, ink, magic marker, or similar device to make drawings easy reading at the ZHB hearing from a distance of 30 feet. Fifteen (15) copies plus original of any additional information submitted with the application should also be provided, and **two (2) photographs.**

*Commercial Applications only (where applicable)



**PLOT PLAN CHECKLIST WAIVER REQUEST AND RESOLUTION
ACKNOWLEDGEMENT**

Whitpain Township Zoning Hearing Board
960 Wentz Road
Blue Bell, PA 19422

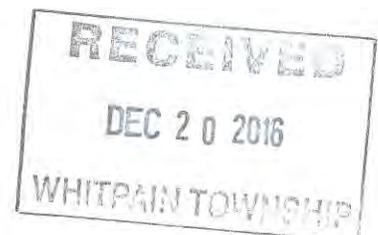
Zoning Hearing Board Members:

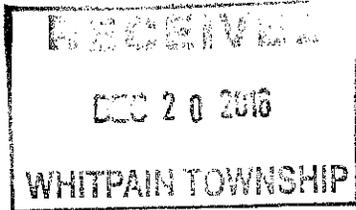
I hereby request permission to have the items noted on the check list with which I have not complied, waived, due to the fact that compliance will impose a hardship upon myself and the information is not relevant to my case.

I hereby acknowledge receipt of the July 15, 2010 Resolution of Zoning Hearing Board regarding the unauthorized practice of law.

Signed: Amey Fan

Date: 12/20/16





Amee S. Farrell
Direct Dial: (610) 941-2547
Direct Fax: (610) 684-2010
Email: afarrell@kaplaw.com
www.kaplaw.com

December 20, 2016

VIA HAND DELIVERY

Michael McAndrew
Code Enforcement Officer
Whitpain Township
960 Wentz Road
Blue Bell Pennsylvania, 19422

RE: Zoning Application – 1777 Sentry Parkway West, Suite 100

Dear Mike:

This office represents Toll Brothers, Inc., tenants of the above noted property. Enclosed for review and processing are a zoning application and associated exhibits seeking zoning relief as outlined in the enclosed application addendum.

In connection therewith, I have enclosed one (1) original and fifteen (15) copies of the following:

1. Zoning Application and Addendum;
2. Redacted Lease;
3. Site Plan Showing Existing Conditions and Proposed Sign Location;
4. Photo Package Showing Existing Conditions;
5. Floor Plan Showing Proposed Tenant Improvements; and
6. Sign Package Showing Proposed Building Façade Sign.

Also enclosed is a check, in the amount of One Thousand Five Hundred Dollars (\$1,500.00), made payable to Whitpain Township, which we understand to be the applicable filing fee.

Michael McAndrew
December 20, 2016
Page 2

Kindly date stamp one copy of the application package and return with the messenger as proof of filing.

Please distribute the enclosed to all necessary individuals and schedule the within application for the next available Zoning Hearing Board hearing. Please do not hesitate to contact me with any questions. I thank you as always for your considerate attention to this matter.

Very truly yours,



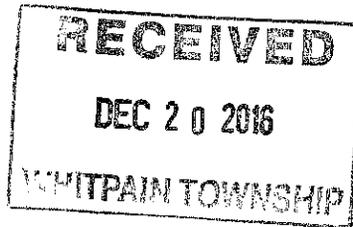
Amee S. Farrell

ASF
Enclosures



Amee S. Farrell, Esquire
Kaplin Stewart Meloff Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive
Post Office Box 3037
Blue Bell, PA 19422
(610) 941-2547
afarrell@kaplaw.com

Attorneys for Applicant



**BEFORE THE ZONING HEARING BOARD
OF WHITPAIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

In the Matter of:

**TOLL BROTHERS, INC.
Applicant**

Premises:

**1777 SENTRY PARKWAY WEST
SUITE 100**

ADDENDUM TO ZONING HEARING BOARD APPLICATION

Toll Brothers, Inc., by and through its attorney Amee S. Farrell, hereby files this Zoning Hearing Board Application seeking relief in connection with the use of a portion of the property herein described for an office with accessory finish gallery, together with installation of a tenant building façade sign, and in support thereof states as follows:

1. **Name and Address of Applicant.** Applicant is Toll Brothers, Inc. ("Toll"), c/o Amee S. Farrell, Esquire, Kaplin Stewart Meloff Reiter & Stein, PC, Union Meeting Corporate Center, 910 Harvest Drive, P.O. Box 3037, Blue Bell, PA 19422.

2. **Description of Property.** The real estate affected by this application consists of an approximately 224,733 s.f. (+/-) four-story office building known as "Veva 14" located with the Sentry Park West office/retail development, with a mailing address of 1777 Sentry Parkway West, Tax Parcel No. 66-00-08158-002 ("**Property**"). The Property is owned by Sentry KPG III, L.P. ("**Sentry KPG**"), which is leasing approximately 13,292 s.f. (+/-) of Veva 14 to Toll ("**Toll Tenant Space**"). A partially redacted copy of the October 31, 2016 lease between Toll and

Sentry KPG, including authorization for the proposed signage (See ¶11.b), is included with the Application and incorporated herein by reference.

The Property is located in the AR Administrative and Research District (“**AR-District**”) pursuant to the Whitpain Township Zoning Map. The Property is located at the northern corner of the intersection of Township Line Road and Walton Road and is improved with five (5) commercial office/retail buildings. The Property is interconnected to adjoining commercial office/retail development to the east and west via private internal access driveways. The Property takes access directly from driveways onto Township Line Road and to Walton Road via an internal access driveway over any adjoining property.

The Veva 14 building is set back from the Township Line Road property line by more than Two Hundred Sixty feet (260’).

The Property is depicted on a site plan, entitled Sentry Park Site Plan, prepared by Nave Newell, dated March 4, 2005, with revisions through March 27, 2006, a copy of which is included with the Application and incorporated herein by reference. The existing conditions of the Property and the Veva 14 building are further depicted on the photograph package included with the Application and incorporated herein by reference.

3. **Proposed Improvements.** There are no site improvements associated with this application. Rather, Toll intends to fit-out the Toll Tenant Space as general office space for its professional design staff, including an accessory “finish selection gallery” to afford Toll clients the opportunity to meet with design staff to select finishes for their homes (“**Proposed Use**”). Customers utilizing the Toll Tenant Space will be limited to individuals who have already entered into a purchase agreement for a home with Toll. No outside sales or sales to the public will occur at the Toll Tenant Space. The Improvements to the Toll Tenant Space are depicted on

a plan, entitled Proposed Improvements, prepared by RHJ Associates, P.C., dated December 2, 2016, a copy of which is included with the Application and incorporated herein by reference.

In connection with its occupancy of the Toll Tenant Space, Toll also seeks installation of one (1) thirty-two square foot (32 s.f.) non-illuminated façade sign, reading “Toll Brothers” – to be installed on the southeast corner of the building, facing Township Line Road. The building façade sign is depicted on the plans and elevations included with the Application and incorporated herein by reference.

4. **Relief Requested.** In connection with the above noted improvements, Toll requests the following relief:

a. A determination that the Proposed Use is permitted as “offices for administrative, executive, professional, sales and other similar uses, the attributes of which do not involve the actual storage, exchange, or delivery of merchandise on the premises” consistent with Code §160-102.A;

b. In the alternative, a special exception pursuant to Code §160-102.D to permit the Proposed Use as a use “of the same general character” as any permitted use in the AR-District;

c. A variance from Code §160-191(F) to permit installation of one (1) non-illuminated building façade sign by a tenant occupying less than 50% of the floor area of the building in question; and

d. A variance from Code § 160-191(F) to permit installation of one (1) non-illuminated building façade sign, measuring 32 s.f. where 16 s.f. is permitted.

5. **Argument in Support of Requested Relief.** Toll is requesting the zoning relief outlined herein to allow Toll to make reasonable use of its new location. Toll contends that the

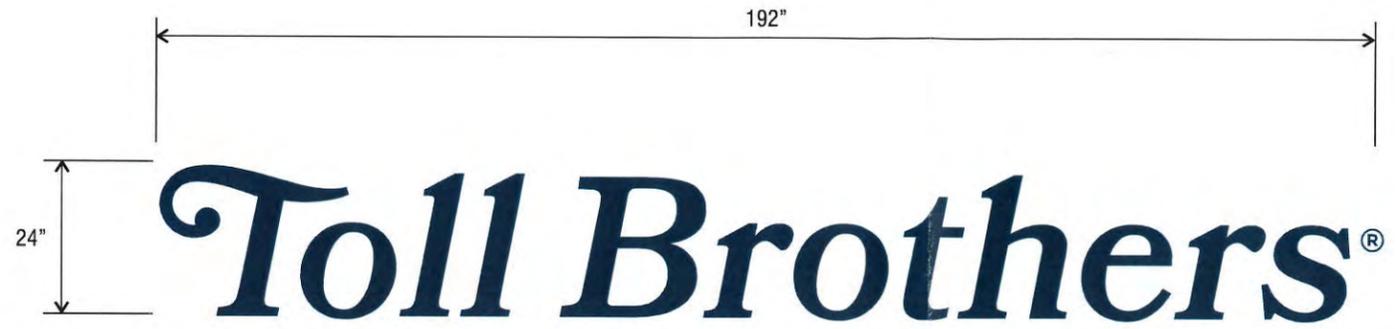
Proposed Use is entirely consistent with the professional office uses permitted under Code §160-102.A, and accordingly is permitted thereby, or is otherwise permitted by special exception pursuant to Code §160-102.D as a use of the same general character. Toll further contends the variance relief requested to permit a non-illuminated building façade sign will not alter the essential character of the neighborhood in which the property is located and represents the minimum relief necessary to afford relief, particularly when the location of the Veva 14 building from Township Line Road and the configuration of the buildings as related to the access driveways is considered. Because the Veva 14 building is part of a larger commercial office/retail development, the Toll signage on the building will provide the only direct indicator to visitors of Toll's location until visitors reach the main entrance doors to the Veva 14 building.

Respectfully Submitted,
KAPLIN STEWART MELOFF REITER & STEIN, PC



AMEE S. FARRELL, ESQUIRE
Attorneys for Applicant

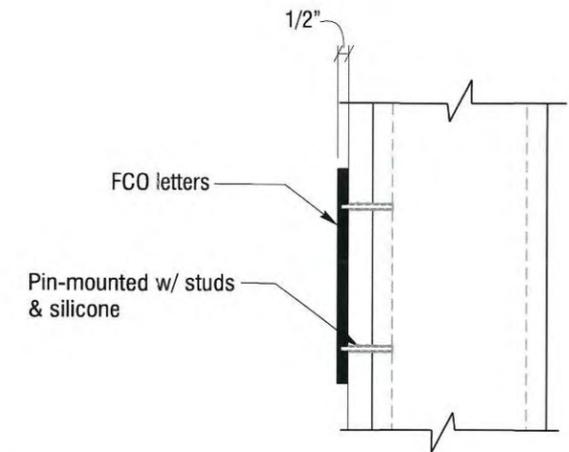
Dated: December 16, 2016



Non-Illuminated Letters

32 Sq. FT. SCALE: NTS

Non-Illuminated letters mounted to exterior of building.
Maximum permitted on building is 16 square feet.



Side View of Letters/Mounting Detail

N.T.S.

Toll Brothers®

DRAWINGS PREPARED BY:

WURZ SIGN SYSTEMS

801C Burlington Avenue, Delanco, NJ 08075
Phone: (856) 461-4397 Fax: (856) 461-4398

This is an original unpublished drawing created by WURZ SIGN SYSTEMS. It is submitted for your exclusive use, in connection with a project being planned. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion. This drawing is the property of WURZ SIGN SYSTEMS

REVISIONS

Rev1 Revised Sq. Ft. 12-9-16
Rev2 Revised Size 12-9-16

LOCATION

TOLL BROTHER Building #14
1777 Sentry Park Drive
Blue Bell, Pa

DRAWN BY: SMM	SCALE: AS NOTED
DRAWN:	SALES: BW
JOB#:	SHT #: 1



Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100

RECEIVED
DEC 20 2016
WHITPAIN TOWNSHIP

RECEIVED
DEC 20 2016
WHITPAIN TOWNSHIP



RECEIVED
DEC 20 2016
WHITPAIN TOWNSHIP



Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100



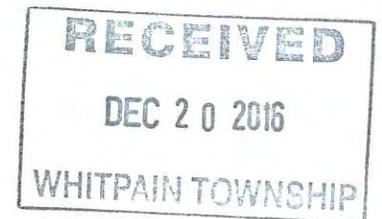
Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100

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DEC 20 2016
WHITPAIN TOWNSHIP



Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100

Proposed Sign Location





Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100

RECEIVED
DEC 20 2016
WHITPAIN TOWNSHIP



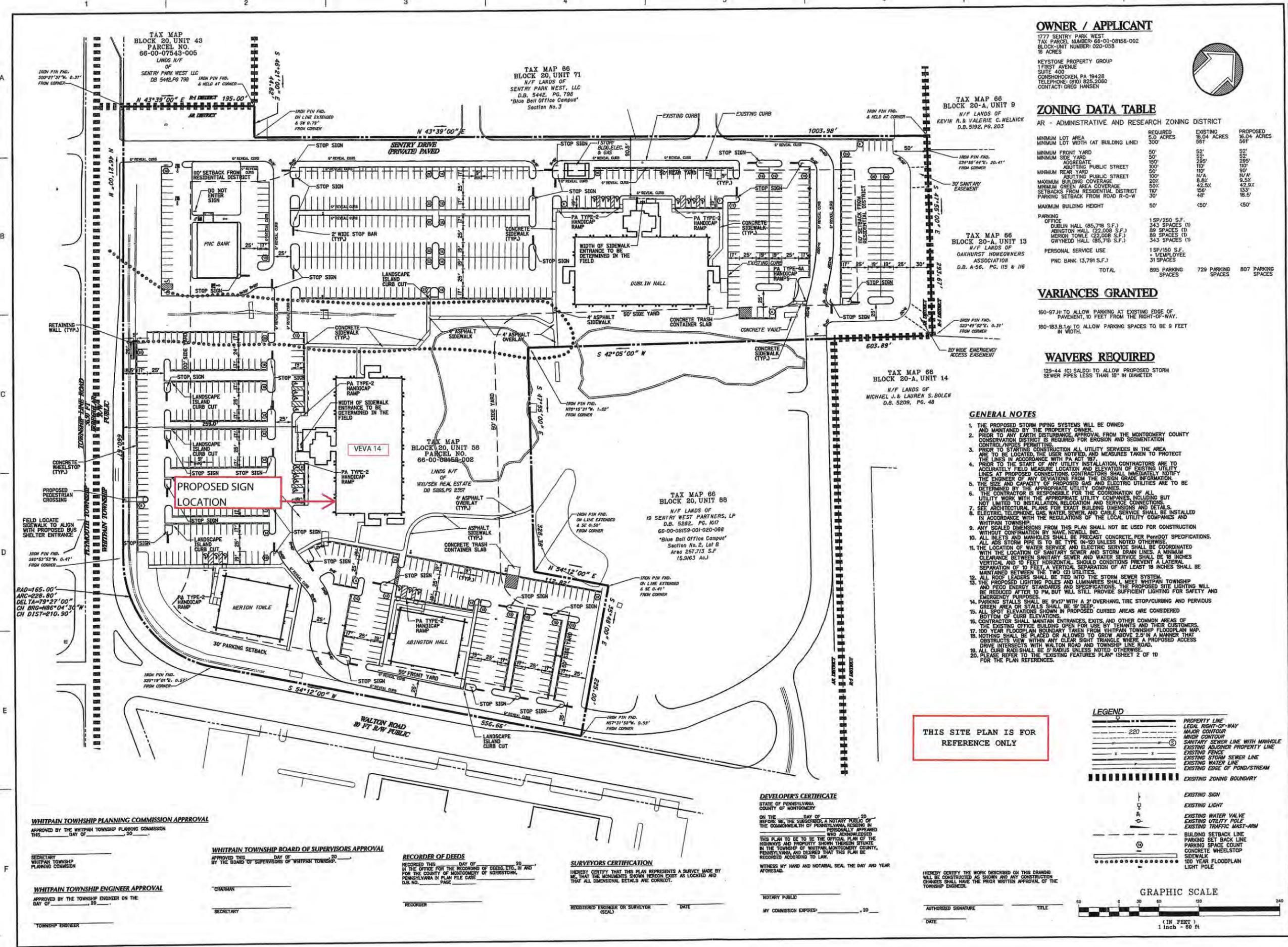
Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100

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DEC 20 2016
WHITPAIN TOWNSHIP



Application of Toll Brothers, Inc.
1777 Sentry Parkway West, Suite 100

RECEIVED
DEC 20 2016
WHITPAIN TOWNSHIP



OWNER / APPLICANT

1777 SENTRY PARK WEST
 TAX PARCEL NUMBER 66-00-08168-002
 BLOCK-UNIT NUMBER 020-055
 18 ACRES
 KEYSTONE PROPERTY GROUP
 SUITE 400
 CONSHOHOCKEN, PA 19428
 TELEPHONE: (800) 825-2080
 CONTACT: GREG HANSEN

ZONING DATA TABLE

AR - ADMINISTRATIVE AND RESEARCH ZONING DISTRICT

MINIMUM LOT AREA	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT WIDTH (AT BUILDING LINE)	50 ACRES	16.04 ACRES	16.04 ACRES
MINIMUM FRONT YARD	50'	52'	52'
MINIMUM SIDE YARD	50'	52'	52'
MINIMUM REAR YARD	50'	52'	52'
MINIMUM BUILDING COVERAGE	100'	110'	110'
MINIMUM GREEN AREA COVERAGE	20%	N/A	N/A
SETBACKS FROM RESIDENTIAL DISTRICT	50'	42.5'	42.5'
PARKING SETBACK FROM ROAD R-O-W	30'	48'	48'
MAXIMUM BUILDING HEIGHT	50'	<50'	<50'
PARKING	1 SP/250 S.F.	729 PARKING SPACES	807 PARKING SPACES
OFFICE	DUBLIN HALL (85,719 S.F.)	343 SPACES (1)	343 SPACES (1)
AGGREGATE	ABINGTON HALL (22,008 S.F.)	89 SPACES (1)	89 SPACES (1)
PERSONAL SERVICE USE	MERTON TOWLE (22,008 S.F.)	89 SPACES (1)	89 SPACES (1)
	GWYNEDD HALL (85,716 S.F.)	343 SPACES (1)	343 SPACES (1)
TOTAL	1 SP/150 S.F.	895 PARKING SPACES	807 PARKING SPACES

VARIANCES GRANTED

- 160-97.H: TO ALLOW PARKING AT EXISTING EDGE OF PAVEMENT, 10 FEET FROM THE RIGHT-OF-WAY.
- 160-183.B.1.g: TO ALLOW PARKING SPACES TO BE 9 FEET IN WIDTH.

WAIVERS REQUIRED

- 129-44 (C) SADD: TO ALLOW PROPOSED STORM SEWER PIPES LESS THAN 18" IN DIAMETER

GENERAL NOTES

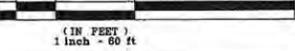
1. THE PROPOSED STORM PIPING SYSTEMS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
2. PRIOR TO ANY EARTH DISTURBANCE APPROVAL FROM THE MONTGOMERY COUNTY CONSERVATION DISTRICT IS REQUIRED FOR EROSION AND SEDIMENTATION CONTROL/SPILL PERMITTING.
3. PRIOR TO STARTING CONSTRUCTION ALL UTILITY SERVICES IN THE AREA ARE TO BE LOCATED, THE USER NOTIFIED, AND MEASURES TAKEN TO PROTECT THE LINES IN ACCORDANCE WITH PA ACT 81.
4. PRIOR TO THE START OF ANY UTILITY INSTALLATION CONTRACTORS ARE TO ACCURATELY FIELD MEASURE LOCATION AND ELEVATION OF EXISTING UTILITY LINES AT PROPOSED LOCATIONS. CONTRACTORS SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DEVIATIONS FROM THE DESIGN GRADE INFORMATION.
5. THE SIZE AND CAPACITY OF PROPOSED GAS AND ELECTRIC UTILITIES ARE TO BE DETERMINED BY THE APPROPRIATE UTILITY COMPANIES.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL UTILITY WORK WITH THE APPROPRIATE UTILITY COMPANIES, INCLUDING BUT NOT LIMITED TO INSTALLATION, RELOCATION AND SERVICE CONNECTIONS.
7. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND DETAILS.
8. ELECTRIC, TELEPHONE, GAS, WATER, SEWER, AND CABLE SERVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS OF THE LOCAL UTILITY COMPANIES AND WHITPAIN TOWNSHIP.
9. ANY SCALED DIMENSIONS FROM THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION WITHOUT CONFIRMATION BY HAVE NEWELL INC.
10. ALL INLETS AND MANHOLES SHALL BE PRECAST CONCRETE, PER PennDOT SPECIFICATIONS. ALL ADS STORM PIPE IS TO BE TYPE (N-12) UNLESS NOTED OTHERWISE.
11. THE LOCATION OF WATER SERVICE AND ELECTRIC SERVICE SHALL BE COORDINATED WITH THE LOCATION OF SANITARY SEWER AND STORM DRAIN LINES. A MINIMUM CLEARANCE BETWEEN SANITARY SEWER AND WATER SERVICE SHALL BE 18 INCHES VERTICAL AND 10 FEET HORIZONTAL. SHOULD CONDITIONS PREVENT A LATERAL SEPARATION OF 10 FEET, A VERTICAL SEPARATION OF AT LEAST 18 INCHES SHALL BE MAINTAINED BETWEEN THE TWO (2) UTILITIES.
12. ALL ROOF LEADERS SHALL BE TIED INTO THE STORM SEWER SYSTEM.
13. THE PROPOSED LIGHTING POLES AND LUMINAIRES SHALL MEET WHITPAIN TOWNSHIP AND PECO ENERGY STANDARDS AND SPECIFICATIONS. THE PROPOSED SITE LIGHTING WILL BE REDUCED AFTER 10 PM, BUT WILL STILL PROVIDE SUFFICIENT LIGHTING FOR SAFETY AND EMERGENCY PURPOSES.
14. PARKING STALLS SHALL BE 9'x17' WITH A 2' OVERHANG. THE STOP/CURBING AND PERVIOUS GREEN AREA OR STALLS SHALL BE 18" DEEP.
15. ALL SPOT ELEVATIONS SHOWN IN PROPOSED CURBED AREAS ARE CONSIDERED BOTTOM OF CURB ELEVATIONS.
16. CONTRACTOR SHALL MAINTAIN ENTRANCES, EXITS, AND OTHER COMMON AREAS OF THE EXISTING OFFICE BUILDING OPEN FOR USE BY TENANTS AND THEIR CUSTOMERS.
17. 100 YEAR FLOODPLAIN BOUNDARY TAKEN FROM WHITPAIN TOWNSHIP FLOODPLAIN MAP.
18. NOTHING SHALL BE PLACED OR ALLOWED TO GROW ABOVE 2.5' IN A MANNER THAT OBSTRUCTS VIEW WITHIN ANY CLEAR SIGHT TRIANGLE WHERE A PROPOSED ACCESS DRIVE INTERSECTS WITH WALTON ROAD AND TOWNSHIP LINES ROAD.
19. ALL CURB RADIUS SHALL BE 5' RADIUS UNLESS NOTED OTHERWISE.
20. PLEASE REFER TO THE "EXISTING FEATURES PLAN" (SHEET 2 OF 10) FOR THE PLAN REFERENCES.

THIS SITE PLAN IS FOR REFERENCE ONLY

LEGEND

- PROPERTY LINE
- LEGAL RIGHT-OF-WAY
- MAJOR CONTOUR
- MINOR CONTOUR
- SANITARY SEWER LINE WITH MANHOLE
- EXISTING ADJONER PROPERTY LINE
- EXISTING FENCE
- EXISTING STORM SEWER LINE
- EXISTING WATER LINE
- EXISTING EDGE OF POND/STREAM
- EXISTING ZONING BOUNDARY
- EXISTING SIGN
- EXISTING LIGHT
- EXISTING WATER VALVE
- EXISTING UTILITY POLE
- EXISTING TRAFFIC MAST-ARM
- BUILDING SETBACK LINE
- PARKING SET BACK LINE
- PARKING SPACE COUNT
- CONCRETE WHEELSTOP
- SIDEWALK
- 100 YEAR FLOODPLAIN
- LIGHT POLE

GRAPHIC SCALE



DEVELOPER'S CERTIFICATE

STATE OF PENNSYLVANIA
 COUNTY OF MONTGOMERY
 ON THE _____ DAY OF _____ 20____
 BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____ PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THIS PLAN TO BE TO BE THE OFFICIAL PLAN OF THE HIGHWAYS AND PROPERTY SHOWN THEREON SITUATE IN THE TOWNSHIP OF WHITPAIN, MONTGOMERY COUNTY, PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED ACCORDING TO LAW.
 WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR ABOVE SAID.

SURVEYORS CERTIFICATION

HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME, THAT THE MONUMENTS SHOWN HEREON EXIST AS LOCATED AND THAT ALL DIMENSIONAL DETAILS ARE CORRECT.

RECORDER OF DEEDS

RECORDED THIS _____ DAY OF _____ 20____
 IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC., IN AND FOR THE COUNTY OF MONTGOMERY OF HARRISBURG, PENNSYLVANIA IN PLAN FILE CASE _____ PAGE _____

WHITPAIN TOWNSHIP BOARD OF SUPERVISORS APPROVAL

APPROVED THIS _____ DAY OF _____ 20____
 BY THE BOARD OF SUPERVISORS OF WHITPAIN TOWNSHIP.
 CHAIRMAN _____ SECRETARY _____

WHITPAIN TOWNSHIP PLANNING COMMISSION APPROVAL

APPROVED BY THE WHITPAIN TOWNSHIP PLANNING COMMISSION THIS _____ DAY OF _____ 20____

WHITPAIN TOWNSHIP ENGINEER APPROVAL

APPROVED BY THE TOWNSHIP ENGINEER ON THE _____ DAY OF _____ 20____

357 South Coughlin Road • Suite 300
 King of Prussia, PA 19406-3121
 Tel: 610/265-8323 Fax: 610/265-4299
 www.havewell.net

REVISIONS

DATE	DESCRIPTION	BY
5/10/05	1 PER TWP. ENG. REVIEW AND COMMENT	BES/IND
9/30/05	2 PER VALUE ENGINEERING	TUB/JMD
10/28/05	3 PER VALUE ENGINEERING	TUB/JMD
12/1/05	4 PER TWP. ENGINEER REVIEW	TUB/CWS
12/2/05	5 PER MEETING WITH TOWNSHIP ENGINEER	TUB/CWS
12/6/05	6 FOR RECORDING	TUB/CWS
1/17/06	7 PER FIELD CHANGES AND REVISED CONTOURS	PEL/ERH
3/27/06	8 PER FIELD CHANGES AND REVISED CONTOURS	TUB/ERH

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SENTRY PARK

KEYSTONE
 PROFESSIONAL ENGINEERS

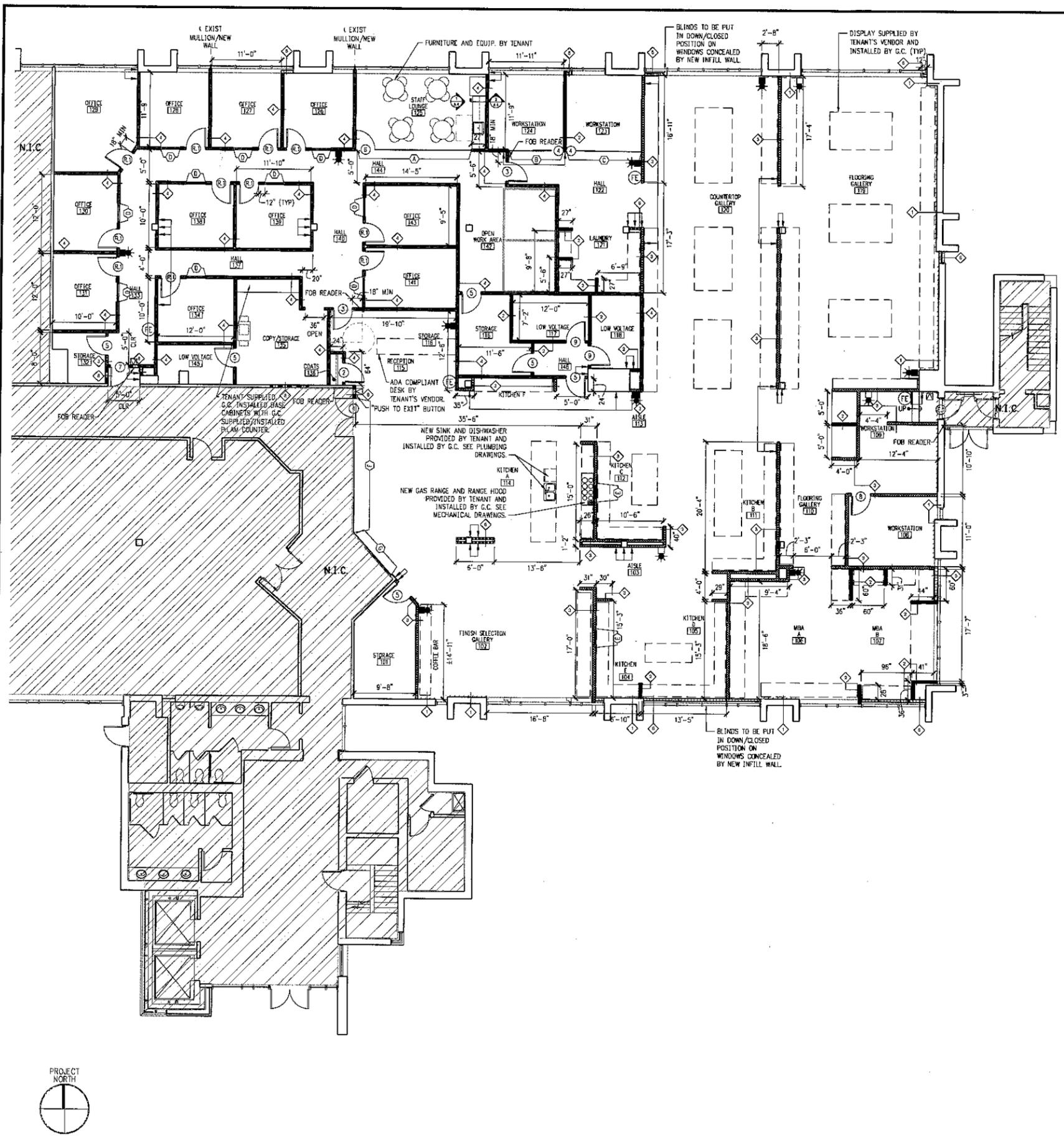
LOCATION: WHITPAIN TOWNSHIP, MONTGOMERY COUNTY, PA

PROJECT NO. 2004-070
 DATE 3/4/05
 SCALE 1"=60'
 SHEET NO. 4 OF 12

PROJECTED BY: CSS
 CHECKED BY: PEL
 APPROVED BY: GCN

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Y:\Toll Brothers Inc_Veva 14 1777 Sentry Park_Permit Drawings\2016-0267\Drawings\Const\Toll_Demo-Floor-Rz.dwg



- SYMBOLS LEGEND:**
- ② NEW DOOR I.D. - SEE DOOR SCHEDULE.
 - ④ NEW WINDOW I.D. - SEE WINDOW SCHEDULE.
 - ROOM I.D. - SEE FINISH SCHEDULE.
 - ALIGN FACE OR EDGE
 - NEW 10# 2A-10BC WALL MOUNTED FIRE EXTINGUISHER.
 - NEW PULLSTATION SEE ELECTRICAL DRAWINGS
 - NEW HORN/STROBE SEE ELECTRICAL DRAWINGS.
 - NEW STROBE SEE ELECTRICAL DRAWINGS.
 - APPROXIMATE PERIMETER OF NEW DISPLAY MILLWORK OR CABINERY PROVIDED AND INSTALLED BY TENANT'S VENDOR.

FIRE EXTINGUISHER NOTE:
PER IBC TABLE 906.3(1), (4) FIRE EXTINGUISHERS SHALL BE PROVIDED, ONE PER 3,000 SQ. FT. OF FLOOR AREA. MAX. TRAVEL DISTANCE TO AN EXTINGUISHER FROM ANY POINT IS 75'-0".

TENANT SUPPLY NOTE:
TENANT SHALL SUPPLY ALL PLUMBING FIXTURES, A.V. EQUIPMENT, FIREPLACE & MANTELS, SHOWROOM CABINERY & COUNTERTOPS, STAFF LOUNGE CABINERY & COUNTERTOPS, FLOORING MATERIALS, SIGNS, BRANDING, SAMPLES, DISPLAYS, OFFICE EQUIPMENT, FURNITURE, RECEPTION MILLWORK, AND APPLIANCES AS NOTED ON THE APPLIANCE AND EQUIPMENT SCHEDULE.

BLOCKING NOTE:
G.C. TO PROVIDE BLOCKING FOR ALL WALL MOUNTED TV'S, DISPLAY SHELVING, MILLWORK, AND SAMPLE FIXTURES.

TRENCH SLAB NOTE:
G.C. TO TRENCH SLAB, GRAVEL BED, AND EARTH BELOW SLAB AS REQUIRED FOR THE INSTALLATION OF ALL NEW SANITARY LINES & UNDERSLAB CONDUIT LINES. G.C. SHALL VERIFY EXACT EXISTING SANITARY SEWER CONNECTION POINT, DIRECTION OF FLOW AND DEPTH IN FIELD. ALL UNDERSLAB LINES TO BE TESTED PRIOR TO BEING INFILLED. G.C. TO INFILL TRENCHED SLAB AREAS W/ EARTH, GRAVEL BASE, VAPOR BARRIER AND CONCRETE TO MATCH & ALIGN W/ EXISTING SLAB INFILL TO BE 3,000 PSI, 5 SACK CONCRETE MIX, 3/4" AGGREGATE, #6 WOVEN WIRE MESH, & WITH #4 STEEL REINFORCING DOWELS @ 2'-0" O.C., TIED TO #6 WOVEN WIRE MESH.

WINDOW BLINDS NOTE:
EXISTING BUILDING STANDARD MINI-BLINDS AT ALL EXTERIOR STOREFRONT WINDOW SYSTEMS ARE TO REMAIN. BLINDS SHOULD REMAIN PULLED UP DURING CONSTRUCTION FOR PROTECTION. G.C. TO CLEAN BLINDS ONCE CONSTRUCTION IS COMPLETE. REPAIR/REPLACE AS NEEDED.

- WALL LEGEND:**
- EXISTING WALL TO REMAIN. PATCH & REPAIR AS REQUIRED.
 - NEW WALL, FURRING ON EXISTING PERIMETER WALL. ADD ADDITIONAL GWB AND HAT TRACK TO EXISTING WALL AS REQUIRED WHERE GWB DOES NOT EXTEND TO DECK ABOVE. ALIGN WITH FACE OF EXISTING GWB.
 - NEW PARTITION WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE TO U.S.O. NEW CEILING. BRACE TO DECK ABOVE @ 48" O.C. MAX.
 - NEW FULL HEIGHT PARTITION WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE TO U.S.O. DECK. TOP TRACK TO BE A DEFLECTION TRACK.
 - NEW INSULATED PARTITION WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE TO U.S.O. DECK. INSTALL 3/4" BATT INSULATION TO 6" ABOVE NEW CEILING HEIGHT.
 - NEW PERIMETER INFILL WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE FROM EXISTING WINDOW SILL TO 6" ABOVE NEW CEILING HEIGHT. ALIGN GWB FACE WITH EXISTING LOW WALL. BRACE TO DECK ABOVE @ 48" O.C. MAX.
 - NEW HALF HEIGHT WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE TO 36" A.F.F. 6"x6" SOLID WOOD TOP PLATE WITH CHAMFERED EDGES.
 - NEW INSULATED PARTITION WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE AND 3/4" BATT INSULATION TO U.S.O. NEW CEILING.
 - NEW BUILDING STANDARD DEMISING WALL: 3585W20 METAL STUDS @ 16" O.C. MAX. W/ (1) LAYER 5/8" GWB EACH SIDE AND 3/4" BATT INSULATION TO U.S.O. DECK. TOP TRACK TO BE A DEFLECTION TRACK. PAINT.

PROPOSED IMPROVEMENTS FOR:
TOLL BROTHERS
 VEVA 14
 1777 SENTRY PARKWAY WEST
 WHITPAIN TWP., BLUE BELL, PENNSYLVANIA

RHJ ASSOCIATES, P.C.
 ARCHITECTS • PLANNERS • DESIGNERS
 860 1ST AVE, SUITE 8A
 KING OF PRUSSIA, PA 19406
 www.rhjassoc.com

DATE: DEC. 02, 2016

NO.	REVISIONS

A.1

PN-2016-0267

1 FLOOR PLAN

SCALE: 1/8" = 1'-0"

RECEIVED
DEC 20 2016
WHITPAIN TOWNSHIP

LEASE AGREEMENT

**Sentry KPG III, L.P.,
Landlord**

AND

**Toll Bros., Inc.,
Tenant**

AT

**VEVA 14
1777 Sentry Parkway West
Blue Bell, Pennsylvania 19422**

October 31, 2016

LEASE AGREEMENT

INDEX

§	Section	Page
1.	Basic Lease Terms and Definitions.....	2
2.	Premises	3
3.	Use	3
4.	Term; Possession.....	4
5.	Rent	4
6.	Operating Expenses; Property Taxes.....	4
7.	Services	5
8.	Insurance; Waivers; Indemnification	6
9.	Maintenance and Repairs.....	6
10.	Compliance	7
11.	Signs	7
12.	Alterations	9
13.	Mechanics' Liens.....	9
14.	Landlord's Right of Entry.....	10
15.	Damage by Fire or Other Casualty	10
16.	Condemnation	10
17.	Quiet Enjoyment.....	10
18.	Assignment and Subletting.....	10
19.	Subordination; Mortgagee's Rights	11
20.	Tenant's Certificate; Financial Information	12
21.	Surrender.....	12
22.	Defaults - Remedies.....	13
23.	Tenant's Authority.....	15
24.	Liability of Landlord	16
25.	Miscellaneous.....	16
26.	Notices	17
27.	Intentionally Omitted	Error!
	Bookmark not defined.	
28.	Utilities	13
29.	Rights Reserved to Landlord.....	13
30.	Parking.....	14

Additional Provisions:

THIS LEASE AGREEMENT is made by and between Sentry KPG III, L.P., a Pennsylvania limited partnership ("Landlord") and Toll Bros., Inc., a Pennsylvania corporation ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. Basic Lease Terms and Definitions.

- (a) **Premises:** Suite 100, as shown on Exhibit "A", consisting of approximately 13,292 rentable square feet.
- (b) **Building:** Approximately 224,733 rentable square feet, collectively including all buildings on the Property
Address: 1777 Sentry Parkway West, Blue Bell, PA 19422
- (c) **Term:** 66 months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term), unless sooner terminated as herein provided.
- (d) **Commencement Date:** The date that is the earliest of: (i) 150 days after the date possession of the Premises is delivered to Tenant broom clean ("Delivery Date"), estimated to be November 1, 2016, (ii) the date the Work to be provided by Tenant is Substantially Complete, as described in the Work Letter in Exhibit "E", and (iii) the date Tenant first occupies the Premises in whole or in part for purposes of conducting business operations therein. Notwithstanding the foregoing, the Delivery Date shall be no earlier than September 1, 2016 and no later than January 1, 2017 (the "Outside Date"). If the Premises shall not be delivered to Tenant in the manner required under the Lease by the Outside Date (it being agreed that the Outside Date shall not be extended by Force Majeure, excepting delays caused by Tenant, if any), then Tenant, as its sole and exclusive remedy for any such failure or delay, shall have the right to terminate this Lease by delivering written notice of such termination to Landlord at any time after the Outside Date, provided such notice of termination is given before the Premises is delivered to Tenant. If Tenant validly terminates the Lease in accordance with the foregoing provisions, the effective date of termination shall be the date such termination notice is received by Landlord and all pre-paid rents and security deposits, if any, shall be returned to Tenant and the Guaranty shall be marked cancelled and returned to Tenant. Following the effective date of such termination in accordance with the foregoing provisions, neither party shall have any liability under this Lease.
- (e) **Expiration Date:** The last day of the Term.
- (f) **Base Rent:** Payable in monthly installments as follows:

Period of Term		Base Rent/RSF (deemed 11,709)	Annual Base Rent	Monthly Base Rent
From	To			

REDACTED

- (g) **Base Year:** 2017
- (i) **Use:** General office, design center and/or builder/developer uses ancillary to the foregoing.
- (j) **Security Deposit:** None.
- (k) **Addresses For Notices:**

companies, insurance companies or general financial services companies so long as they do not engage in the exclusive use in the Property described above.

4. **Term; Possession.** The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. If Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the anticipated Delivery Date, subject to Tenant's termination right in Section 1(d), Tenant will take possession on the date Landlord delivers possession of the Premises in the condition required by this Lease, which date will then become the Delivery Date (and the Commencement Date and Expiration Date will be determined on the basis of the actual Delivery Date pursuant to the provisions of Section 1(d) so that the length of the Term remains unaffected by such delay). Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Landlord's reasonable control. Tenant's possession of the Premises until the Commencement Date shall be on and subject to all of the terms and conditions of this Lease.

5. **Rent.** Tenant agrees to pay to Landlord, without demand, deduction or offset (except as expressly provided), Base Rent, Excess Operating Expenses, and all other Additional Rent for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, by immediately available electronic fund transfer (EFT) via Automated Clearing House (ACH) Network in accordance with Landlord's written instructions, if provided, and otherwise at Landlord's address designated in Section 1 above unless Landlord designates otherwise; provided that Monthly Rent for the first full month shall be paid at the signing of this Lease. Tenant acknowledges having received a W-9 from Landlord before the signing of this Lease. If the Commencement Date is not the first day of the month, the Monthly Rent for that partial month shall be apportioned on a per diem basis and shall be paid on or before the Commencement Date. Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 10 days after the date due. In addition, any Rent, including such charge, not paid within 10 days after the due date will bear interest at the Interest Rate from the date due to the date paid. Landlord will waive the service and handling charge and interest provided for above solely as to the first two (2) occurrences of such late payment in any calendar year, provided that payment in full of the overdue amount is made within 10 days of notice to Tenant. Tenant shall pay before delinquency all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; (c) use or occupancy of the Premises or (d) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, transaction privilege, or other excise tax that may at any time be levied or imposed directly upon this Lease or upon, or measured by, or the Rent or upon amounts payable by any subtenants or other occupants of the Premises.

6. **Operating Expenses; Property Taxes.** The Base Year is set forth in Section 1(g) above. Commencing on the first day after the expiration of the Base Year, Tenant shall pay to Landlord, without demand, deduction or offset, the sum of (i) Tenant's Share of Operating Expenses for the current year in excess of Operating Expenses for the Base Year ("Excess Operating Expenses") plus (ii) Tenant's Share of Property Taxes for the current year in excess of Property Taxes for the Base Year ("Excess Property Taxes"), prorated to reflect any partial year included in the Term after the Base Year, in monthly installments (each in the amount equal to one-twelfth of Excess Operating Expenses and Excess Property Taxes as estimated by Landlord), on the first day of the month. Landlord may adjust the estimated Excess Operating Expenses and Excess Property Taxes from time to time if the estimated annual Operating Expenses or annual Property Taxes increase or decrease; Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Property Taxes, but not more than once per year. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord will endeavor to provide Tenant with a statement of Operating Expenses and Property Taxes for the preceding calendar year or part thereof. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If Tenant does not give Landlord notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space in the Building or Property to reflect any disparate levels of services provided to different types of space, and in computing and allocating Property Taxes to reflect any tax parcels included in the Property. If the Building or Property is not fully occupied during the Base Year or any subsequent period or if services are not fully utilized by any tenant, Operating Expenses for the Base Year and any other such period will be grossed-up to the amount that Operating Expenses would have been if the Building and Property had been 95% occupied and services had been fully utilized for such period as determined by Landlord.

Landlord agrees that for purposes of calculating the amount payable as Excess Operating Expenses pursuant to this Section 6, that portion of Operating Expenses which are controllable by Landlord ("Controllable Operating Expenses") will not increase by more than four percent (4%) per year, compounded annually, over the amount of such Controllable Operating Expenses for the immediately prior year, provided that such limitation shall not apply to the Base Year and shall only apply beginning with the first year after the Base Year. Such maximum increase limitation shall be cumulative and the unused portion

of any year's maximum increase limitation may be carried forward to absorb any future Operating Expenses that would otherwise be in excess of the said annual maximum increase limitation. For clarity of understanding, any Operating Expense amount which is in excess of the annual maximum increase limitation in one year may be carried forward by Landlord and recovered in later years if and to the extent the annual maximum increase limitations for such later years are not exceeded. By way of example and not of limitation, if the actual Operating Expense increase in a particular year is only 3%, and the annual maximum increase limitation is 4% as provided above, then the maximum allowable Operating Expense increase for the following year would be 4% plus the amount of the prior year's unused 1%. The maximum increase limitation specifically excludes and shall not limit increases in Operating Expenses which are not controllable by Landlord including, without limitation, insurance premiums, Property Taxes, costs of snow and ice removal, storm weather-related costs, costs of labor under any collective bargaining agreement, annual amortization of capitalized expenses properly included in Operating Expenses, management fees based on a percentage, and costs of electricity and other utilities.

If Tenant disputes any items shown on the annual reconciliation statement delivered to Tenant, then within 60 days after delivery of the annual reconciliation statement to Tenant, Tenant or its authorized representative shall have the right, upon not less than five (5) business days' prior written notice to Landlord, to inspect the books of Landlord for Operating Expenses relating to the Lease for the year in question, which inspection shall be carried out during the business hours of Landlord at Landlord's office, at the Building, or at such other reasonably mutually convenient location as may be agreed on by Landlord and Tenant, for the purpose of verifying information in such statement. Tenant may not review any other leases, development agreements or easement agreements, or any financial statements or tax returns of Landlord or its parents, subsidiaries or affiliates or any of their principals. Such inspection may be conducted by Tenant's employees or an independent certified public accountant retained by Tenant on a fixed fee basis. In no event shall such representatives be compensated on a contingency basis or cost recovery basis. Tenant and its representatives shall, and shall cause their employees to, hold the results of such inspection and any documentation disclosed in the course of such review in strict confidence and not disclose the same to anyone except Tenant and Landlord. No inspection shall commence before Tenant and its representatives shall have executed and delivered to Landlord a commercially reasonable confidentiality and nondisclosure agreement acceptable to Landlord. Unless Tenant conducts such inspection and notifies Landlord of specific errors in writing together with a copy of the results of Tenant's inspection, within said 60-day period, Tenant shall be deemed to have accepted that the statement is correct. Within 10 days after delivery of Landlord's statement to Tenant, or after final determination of any amounts shown by such statement that are disputed by Tenant as provided above, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If, after giving effect to the annual reconciliation statement and any repayment or credit to Tenant shown thereon, Tenant's inspection shall identify errors committed by Landlord that resulted in an overpayment by Tenant to Landlord exceeding (i) \$5,000 or (ii) 10% of the correct amount due from Tenant, whichever is greater, on account of Excess Operating Expenses for the year in question, then (in addition to refunding the amount of Tenant's overpayment) Landlord will reimburse Tenant for the reasonable out-of-pocket costs actually expended by Tenant for such inspection (provided that the reimbursement amount shall not exceed the amount of Tenant's overpayment).

7. **Services.** Landlord will furnish the following services to the Premises and Common Areas necessary for the normal use and occupancy of the Premises for the Permitted Use: (i) electricity, including electricity used for lighting the Common Area lobby, hallways and restrooms on the same floor of the building in which the Premises is located, during Normal Business Hours, (ii) heating and air conditioning in season to the Premises and the Common Area lobby, hallways and restrooms on the same floor of the building in which the Premises is located, during Normal Business Hours, (iii) water (potable and sewer), (iv) trash removal and janitorial services pursuant to the cleaning schedule attached as Exhibit "D" and (v) such other services Landlord reasonably determines are appropriate or necessary. If Tenant requests, and if Landlord is able to furnish, services in addition to those identified above, Tenant shall pay Landlord's reasonable charge for such supplemental services; provided, however, that Landlord will not impose any costs, expenses, fee and/or charge for heating or air conditioning services provided to the Premises (or Common Areas) outside of Normal Business Hours unless Tenant's demand for such services materially exceeds Normal Business Hours. If because of Tenant's density, equipment or other Tenant circumstances, Tenant puts demands on the Building Systems in excess of those of the typical office user in the Building, Landlord may install supplemental equipment and meters at Tenant's expense. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease. In the event of an interruption of services required to be furnished by Landlord under this Section 7 above that (i) is not caused by any act or omission of Tenant or Tenant's agents, employees or contractors, (ii) is caused by circumstances that are within Landlord's reasonable control and susceptible to cure by Landlord, (iii) renders the Premises or a material part of the Premises unusable for the operation of Tenant's business (and Tenant shall not, in fact, use or occupy all, the affected area of the Premises by reason of such interruption), and (iv) continues for a period of two (2) consecutive weeks or longer, then as Tenant's sole and exclusive remedy for such interruption, from and after the first day following such two (2) week period of such interruption, Base Rent and Additional Rent shall abate in proportion to the area of the Premises rendered unusable thereby until service(s) shall be restored. The right to abate Base Rent and Additional Rent in accordance with the immediately preceding sentence shall be Tenant's sole and exclusive remedy for any slowdown, cessation, stoppage or interruption of any services or utilities that Landlord is responsible to provide. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building, Property or Premises. Any wiring, cabling or other

equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Building or Property, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

8. Insurance; Waivers; Indemnification.

(a) Landlord shall maintain insurance against loss or damage to the Building and Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building and Property (excluding coverage of Tenant's personal property, furniture, fixtures, equipment and any Alterations made by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require.

REDACTED

REDACTED

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

(d) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant will indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts, through all appeals) which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(e) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Tenant or its Agents, Landlord will indemnify, defend, and hold harmless Tenant and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts, through all appeals) which may be asserted against, imposed upon, or incurred by Tenant or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Common Areas, if and to the extent caused by the negligence or willful misconduct of Landlord or its Agents, whether prior to, during or after the Term. Landlord's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

9. Maintenance and Repairs.

(a) Landlord shall Maintain the Building, including the Premises, the Common Areas (including the parking facilities, including restriping when necessary as determined by Landlord), the Building Systems and any other improvements owned by Landlord located on the Property, in compliance with applicable Laws, subject to Tenant's obligations under Section 10(a). If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition. Landlord shall provide lighting to the Common Areas during the hours determined by Landlord. Landlord will be responsible for snow and ice removal from the parking facilities included in the Common Areas and landscape maintenance.

(b) Tenant at its sole expense shall keep the Premises in a neat and orderly condition and Maintain the property of Tenant and any Alterations made by Tenant, including without limitation any supplemental equipment and systems installed to serve the Premises. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. Compliance.

(a) Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy. Tenant will pay any taxes or other charges by any authority on Tenant's property or trade fixtures or relating to Tenant's use of the Premises. In the event that either Tenant or its Agents shall use the Premises in any particular manner of use (other than office use generally) that under any Law would require Landlord to make any Alteration to or in the Building, Property or Common Areas, Tenant shall pay the entire cost of such Alteration to Landlord upon demand. Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises. Tenant shall be solely responsible for the costs of work, alterations and improvements necessary to correct any non-compliance of the Premises with applicable Laws (including without limitation, the ADA and any other Laws regarding accessibility, and any path-of-travel requirements thereunder) caused by: (1) Tenant's particular manner of use and occupancy of the Premises (as distinguished from office use generally), including the hiring of employees, (2) the Work to be provided by Tenant under Exhibit "E" and (3) any Alterations made by or on behalf of Tenant to the Premises (including, without limitation, installation of Tenant's furniture, fixtures and equipment).

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(c) Tenant agrees: (i) not to do anything which will increase the cost of Landlord's insurance; provided, however, that if Tenant shall do anything which causes the rate of fire or other insurance to be increased, and Tenant fails to act as necessary to prevent such increase within 30 days of written notice given by or on behalf of Landlord to Tenant, then Tenant shall pay the amount of such increase as Additional Rent within 30 days after being billed, as the sole remedy for such rate increase; provided, further, that the foregoing provisions shall not be deemed to waive or release Tenant from any liability or obligation otherwise assumed or applicable under this Lease or any Laws; and (ii) not to do anything which will prevent Landlord from procuring policies (including commercial general liability) from companies and in a form satisfactory to Landlord.

(d) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except for activities which are part of the ordinary course of Tenant's business including demonstration kitchen, and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees (through all appeals), damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

11. Signs.

(a) Landlord will furnish Tenant building standard identification signage on the interior Building directory, and a single building standard identification sign located on or beside the main entrance door to the Premises. Tenant shall not place

any signs on the Property without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Tenant shall maintain all signs installed by Tenant in good condition. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

(b) Subject to the terms and conditions of the Lease and this Section 11(b), Landlord, at Tenant's sole cost, will install a single exterior sign consisting of Tenant's name and/or logo on the exterior façade of the building in which the Premises is located in the location mutually agreed on by Tenant and Landlord facing Township Line Road, subject to Landlord's final review and approval, as follows:

(i) **Plans and Specifications:** The design, materials, dimensions, location, method of attachment and illumination, if any, of such sign panel shall be in accordance with applicable Laws, shall comply with Landlord's standards for the Building and shall be in accordance with Tenant's sign plans and specifications attached to this Lease as Exhibit "H" ("Tenant's Exterior Sign"); or if Tenant's sign plans and specifications are not attached as Exhibit "H" upon execution of this Lease, then the same shall be subject to Landlord's review and consent to sign plans and specifications to be prepared by Tenant at Tenant's expense and submitted to Landlord for its review within a reasonable time, not to exceed 120 days, after the date of this Lease. If Landlord requires changes to Tenant's sign plans and specifications submitted to Landlord after execution of this Lease, then Tenant shall promptly make the changes required by Landlord and re-submit the same for Landlord's further review, the above process to continue until Tenant's sign plans and specifications are acceptable to Landlord. Once Landlord has given its consent to Tenant's sign plans and specifications, the same shall be attached hereto as Exhibit "H" and no further changes shall be made thereto without Landlord's review and consent as provided above.

(ii) **Permits and Approvals:** Landlord, at Tenant's expense, will apply for any necessary governmental permits and approvals for Tenant's Exterior Sign before installing the same, in accordance with Tenant's sign plans and specifications as consented to by Landlord, provided that Landlord will not be required to seek or obtain any variance, conditional use, zoning change or other zoning approval for Tenant's Exterior Sign. If Landlord consents to any necessary variance, conditional use, zoning change or other zoning approval for Tenant's Exterior Sign, the same shall be on such terms and conditions as may be acceptable to Landlord in its sole discretion. In the event that any necessary variance, conditional use, zoning change or other zoning approval for Tenant's Exterior Sign cannot be obtained, or cannot be obtained on terms and conditions acceptable to Landlord, Tenant's Exterior Sign will not be installed.

(iii) **Fabrication, Delivery, Installation:** Landlord will be responsible for the fabrication, delivery and installation of such sign panel, at Tenant's sole cost, without markup by Landlord.

(iv) **Maintenance:** During the Term, Landlord will maintain Tenant's sign at Tenant's sole cost.

(v) **Removal at End of Term:** At the expiration or sooner termination of the Term or Tenant's right to occupy the Premises, Landlord, at Tenant's cost, will remove such sign panel and repair all damage to the Building caused by such removal (including filling holes and restoring fascia) to Landlord's satisfaction.

(vi) **Relocation:** Landlord may temporarily remove or relocate the sign to facilitate any necessary maintenance, repairs and Alterations to the Building from time to time. Landlord will use commercially reasonable efforts to limit the number of times, and the duration, of any such temporary removal or relocation during any single calendar year.

(vii) **Alterations:** Any alterations, modifications, replacements or substitutions of Tenant's Exterior Sign or the plans and specifications therefor shall be subject to Tenant first submitting to Landlord Tenant's proposed sign plans and specifications therefor and obtaining Landlord's written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

(viii) **No Other Signs:** Tenant shall not place any signs on the Building or the Property without the prior consent of Landlord, other than Tenant's Exterior Sign in accordance with Tenant's sign plans and specifications attached hereto as Exhibit "H", and signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises.

(ix) **Landlord's Remedies:** If any signs installed by Tenant are not in compliance with the foregoing provisions, or if Tenant vacates or abandons the Premises, at any time, Landlord may cover or remove Tenant's signs, repair any resulting damage, and restore the Building and Property to its condition existing prior to the installation of Tenant's signs, at Tenant's cost. Any sign identifying Tenant may be removed by Landlord, at Tenant's expense, if Tenant vacates or abandons the Premises, or if the Lease or Tenant's right to occupy the Premises is terminated.

(x) Tenant's right to have its sign on the Building shall be non-exclusive, and Landlord has the right to allow the names of other parties to be placed on and about the Building. Tenant's signage, as contemplated by this Section 11(b), shall only be for the identification of Tenant as an occupant of the Building, and it is not intended that the Building be named after Tenant. This right granted by Landlord to Tenant to have its name on the Building is personal to Tenant and shall not be assigned or transferred to any sublessee of Tenant which is subleasing less than all of the Premises, even if Landlord consents to such sublease.

(xi) All costs and expenses paid or incurred by Landlord in connection with Tenant's sign shall be paid to Landlord by Tenant, as Additional Rent, within 30 days of billing. Such costs may be paid for as part of the Work and the Allowance may be used by Tenant for such Work.

12. Alterations. Except for non-structural and/or flooring Alterations that (a) do not exceed \$50,000 in the aggregate cost in any calendar year, (b) are not visible from the exterior of the Premises, (c) do not affect any Building System or the structural strength of the Building, (d) do not require penetrations into the floor or ceiling, and (e) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord's consent with respect to structural Alterations may be withheld in Landlord's sole discretion. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) if local code or applicable Law requires a building permit for such Alteration, then not less than 10 days prior to commencing such Alteration Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, (ii) not less than 10 days prior to commencing any Alteration Tenant shall deliver to Landlord certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord, Landlord's manager and any other associated or affiliated entity as their interests may appear as additional insureds, (iii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor, (iv) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws, (v) if plans and specifications are required for such Alteration, the Alteration shall be constructed in accordance with the plans and specifications delivered to, and, if required above, approved by Landlord, (vi) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (vii) upon Landlord's request Tenant shall, prior to commencing any Alteration that costs more than \$50,000, provide Landlord reasonable security against liens arising out of such construction. Any Alteration by Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration (except as provided below with respect to Tenant's Displays/Trade Fixtures (as hereinafter defined) shall remain on the Premises and become the property of Landlord unless Landlord gives notice to Tenant at time of consent to remove it, in which event Tenant will remove it, will repair any resulting damage and will restore the Premises to the condition existing prior to Tenant's Alteration. At Tenant's request prior to Tenant making any Alterations, Landlord will notify Tenant whether Tenant is required to remove the Alterations at the expiration or termination of this Lease. Tenant may install and uninstall its trade fixtures, display boards, interior walls, flooring, displays furniture and/or equipment in the Premises (all of which shall remain Tenant's property and will be removable by Tenant at the end of the Term) ("Tenant Displays/Trade Fixtures"), with reasonable advance notice to Landlord, but without Landlord's consent provided that the same shall not exceed the floor loading capacity of the Building or Premises and do not adversely affect any Building System, the structural elements of the Building or Premises, or any other tenants or occupants. Notwithstanding the foregoing, the "Work" to be constructed by Tenant pursuant to the Work Letter in Exhibit "E" shall not be deemed "Alterations" and such Work shall not be subject to the terms and conditions of this Section 12. The terms and conditions of the Work Letter in Exhibit "E" shall control with respect to all such Work.

13. Mechanics' Liens. Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take commercially reasonable steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 30 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim and in the event thereof, the same shall not be an event of default. Neither the Property nor any interest of Landlord in the Property shall be subject in any way to any liens, including mechanic's liens or any type of construction lien, for improvements to or other work performed with respect to the Property by or on behalf of Tenant. Further, nothing in this Lease is intended to authorize Tenant to do or cause any work to be done or materials to be supplied for the account of Landlord, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout the Term "mechanics' lien" is used to include any lien, encumbrance or charge levied or imposed upon all or any portion of, interest in or income from the Property on account of any mechanic's, laborer's, materialman's or construction lien or arising out of any debt or liability to or any claim of any contractor, mechanic, supplier, materialman or laborer and shall include any mechanic's notice of intention to file a lien given to Landlord or Tenant, any stop order given to Landlord or Tenant, any notice of refusal to pay naming Landlord or Tenant and any injunctive or equitable action brought by any person claiming to be entitled to any mechanic's lien.

14. Landlord's Right of Entry. Tenant shall permit Landlord and its Agents to enter the Premises at reasonable times following reasonable notice (except in an emergency) to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

15. Damage by Fire or Other Casualty. If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or other property of Tenant, or any Alterations installed by or on behalf of Tenant. Landlord shall notify Tenant, within 30 days after the date of the casualty, of the time that the restoration is anticipated to take to complete. If Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete, either Landlord or Tenant may terminate this Lease effective as of the date of casualty by giving notice to the other party within 10 days after Landlord's notice. If a casualty occurs during the last 12 months of the Term and Landlord notifies Tenant that the restoration is anticipated to take more than 60 days from the date of the casualty to complete, Tenant may terminate this Lease by giving notice to Landlord within 10 days of Landlord's notice. If a material casualty (meaning for purposes hereof, a casualty that would cost more than \$10,000 to repair) occurs during the last 12 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Moreover, Landlord may terminate this Lease if the loss is material (meaning for purposes hereof, that it would cost more than \$10,000 to repair) and is not covered by the insurance required to be maintained by Landlord under this Lease, or if any Mortgagee shall not permit the application of adequate insurance proceeds for repair or restoration, or if the cost to repair and restore the damage would exceed 25% of the insurable replacement cost of the building in which the Premises is located. Tenant will receive an abatement of Base Rent, Excess Operating Expenses and Excess Property Taxes, to the extent the Premises are rendered untenable as a result of the casualty, until repairs required to be made by Landlord are completed and possession of the Premises restored to Tenant. If this Lease is not terminated as provided above, upon completion of Landlord's repairs to the Premises Tenant shall repair and restore any Alterations installed by or on behalf of Tenant.

16. Condemnation. If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's opinion, (i) the Taking would have a material adverse effect on the value of the Property or on the expenses of the Property, or (ii) it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking, the Base Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

17. Quiet Enjoyment. Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease, matters of public record as of the date hereof and any mortgage to which this Lease is subordinate.

18. Assignment and Subletting.

(a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord at the Property, (ii) the business, business reputation, or creditworthiness of the proposed transferee is unacceptable to Landlord to fulfill the remainder of the obligations of the Lease, (iii) Landlord or an affiliate of Landlord has comparable space at the Property available for lease by the proposed transferee or (iv) Tenant is in default under this Lease or Tenant has been given notice of any act or omission which would constitute a default with the passage of time if not cured. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant as follows:

(i) to any successor to Tenant that is the surviving entity of a merger, consolidation or reorganization, and any purchaser of all or substantially all of the assets of Tenant or Guarantor as a going concern, provided that (1) the successor, survivor or purchaser has a tangible net worth not less than \$50,000,000, positive annual cash flow and liquid assets sufficient to pay and perform its current obligations as the substitute tenant under this Lease for at least the next 12 months, (2) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, together with current financial statements of the successor, survivor or purchaser (audited if available, otherwise certified to Landlord by an executive officer of the successor, survivor or purchaser; provided that there shall be no requirement to deliver such financial statements in the event that the successor, survivor or purchaser is a company whose stock is listed on a national exchange and whose current financial statements are filed with the U.S. Securities Exchange Commission and made generally available to the public thereby), and (3) in the case of an assignment or sublease, Tenant delivers to Landlord an assignment and assumption agreement or sublease agreement (as the case may be) reasonably acceptable to Landlord executed by Tenant and the successor, survivor or purchaser, together with a certificate of insurance evidencing the successor's, survivor's or purchaser's compliance with the insurance requirements of Tenant under this Lease; and

(ii) to any Affiliate of Tenant, provided that such Transfer is not part of a series of transactions made as a subterfuge structured as such for the purpose of avoiding the restrictions of this Section against Transfers without Landlord's consent and (1) the Guaranty obligations of Guarantor to Landlord continue in full force and effect and unimpaired, and the Guarantor continues in business as a going concern and has a tangible net worth at least equal to that of Guarantor as of the date of this Lease, (2) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, (3) unless Guarantor is a company whose stock is listed on a national exchange and whose current financial statements are filed with the U.S. Securities Exchange Commission and made generally available to the public thereby, Tenant provides Landlord with current financial statements of the Guarantor certified by an executive officer of the Guarantor, and (4) in the case of an assignment or sublease, Tenant delivers to Landlord an assignment and assumption agreement or sublease agreement (as the case may be) reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated Tenant shall pay to Landlord, immediately upon receipt, the excess of (i) all rental received by Tenant for the Transfer over (ii) the Rent allocable to the Premises transferred.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assignment and assumption agreement or sublease agreement (as the case may be) reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested not to exceed \$2,000.00 in any single instance of request for consent.

(e) If Tenant is not then in default under the Lease beyond any applicable notice and cure periods, Tenant shall have the right, without Landlord's consent, to permit any persons or businesses providing services to Tenant or its customers as licensees, contractors or concessionaires of Tenant within the permitted Use set forth in the Lease, including any third-party operator, and their respective clerical staffs ("Permitted Users"), to use all or portions of the Premises on a temporary (not to exceed 12 months) space-sharing license and/or third-party operations license arrangement, provided that the Premises is at all times operated and appears to the public as a single integrated business operating under the trade name "Toll Brothers," and on and subject to the terms and conditions of this subsection. No sublease or other rights of possession or occupancy, estate or interest in the Premises shall be established pursuant to any such space-sharing license and/or third-party operations license arrangement. No Permitted User shall have any rights under this Lease. The profit sharing and recapture provisions of subsection 13(c) shall not apply to any such space-sharing license and/or third-party operations license arrangement with a Permitted User. Said space shall not be separately demised and no separate entrances shall be constructed for such space. Any such space-sharing license and/or third-party operations license arrangement shall be subject and subordinate to all of the terms and conditions of the Lease. Tenant shall be deemed responsible and liable for the acts and omissions of all such Permitted Users and Tenant's indemnification obligations to Landlord and its Agents under this Lease shall extend to and include any loss, claim or damage arising from or out of or in connection with the acts and omissions of any and all Permitted Users. Tenant shall furnish Landlord with (i) the names of such Permitted Users prior to same entering the Premises under any such license, (ii) a copy of the space-sharing license and/or third-party operations license agreement (as the case may be), which shall be subject to the terms and conditions of this Lease, executed by Tenant and the Permitted User and (iii) a certificate of insurance from each Permitted User complying with the insurance obligations of Tenant under the Lease and naming Landlord, Landlord's managing agent (and any

other entity reasonably requested by Landlord) and Tenant as additional insured thereunder. Any such space-sharing license and/or third-party operations license agreement shall automatically terminate upon the expiration or any sooner termination of this Lease or Tenant's right to occupy the Premises.

19. Subordination; Mortgagee's Rights.

(a) Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises. In the event of any transfer of Landlord's interest in the Premises, termination of any underlying lease of premises which include the Premises, re-entry or dispossession of Landlord or the purchase of the Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any Mortgage or pursuant to a power of sale contained in any Mortgage, then in any of such events, Tenant shall, at the request of such Mortgagee, transferee or purchaser of Landlord's interest, attorn to and recognize the Mortgagee, transferee or purchaser of Landlord's interest or underlying lease, as the case may be (any such person, "Successor Landlord"), as "Landlord" under this Lease for the balance then remaining of the Term, and thereafter this Lease shall continue as a direct Lease between such Successor Landlord, as "Landlord", and Tenant, as "Tenant" and vice versa. This clause shall be self-operative, but within 10 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease and any further instruments of attornment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease.

(b) No Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, or (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord. The foregoing will not waive or release any Successor Landlord from its obligations under this Lease arising from and after the date that such Successor Landlord takes possession of the Property, including the extent to which a default by a prior landlord of its obligations under the Lease, of which the Successor Landlord has knowledge, is continuing and uncured after the Successor Landlord succeeds to the interest of the prior landlord and takes possession of the Property.

(c) The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

(d) Landlord agrees to endeavor, using its commercially reasonable efforts, to request a subordination, non-disturbance and attornment agreement confirming the terms and conditions of this Section 19 from Landlord's current Mortgagee as of the date of this Lease, and from any future Mortgagee so long as Tenant is not then in default, in the standard commercially reasonable form used by such Mortgagee, but Landlord shall have no liability for any failure or inability to obtain such agreement and if the same is not obtained this Lease, and the obligations of Tenant hereunder, shall not be impaired or affected thereby. Tenant shall bear all costs (including without limitation, reasonable attorneys' fees) associated with obtaining such agreement and any changes to the current or future Mortgagee's form requested by Tenant, and Tenant shall pay such sums to Landlord, upon demand, as additional rent.

20. Tenant's Certificate: Financial Information. Within 10 business days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form of attached Exhibit "C" (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information; provided however if Tenant or Guarantor is a company whose stock is listed on a national exchange and whose current financial statements are filed with the U.S. Securities Exchange Commission and made generally available to the public thereby, there shall be no requirement to deliver the items in (b) as to such publicly traded company.

21. Surrender.

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, wiring and cabling (unless, for the latter, Landlord directs Tenant otherwise within 60 days prior to the expiration of the Term), and all other personal property installed by Tenant or its assignees or subtenants. Tenant shall repair any damage resulting from such removal and shall restore the Property to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's

expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay the cost to Landlord of repairing and restoring the same to such condition.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent shall be 150% of the Monthly Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute a default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the event of a Tenant default, and Tenant shall be liable for all damages, including consequential damages if such holdover continues longer than 30 days, that Landlord suffers as a result of the holdover.

22. Defaults - Remedies.

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 10 days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above which is not cured within 10 days after notice of such default;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22(c) below, Tenant fails to cure the default on or before the date that is 30 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 30 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 60 days following Landlord's notice) to cure the default if Tenant begins to cure the default within 30 days following Landlord's notice and continues diligently in good faith to completely cure the default; or

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant (except if such petition is brought by or through Landlord), or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days. The occurrence of any of the foregoing with respect to any Guarantor shall also constitute an Event of Default by Tenant.

(b) If an Event of Default occurs, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(iii) To accelerate the whole or any part of the Rent for the balance of the Term, and declare the same to be immediately due and payable, in the amount of such sum discounted to present value at the prime rate of interest then in effect as announced by Wells Fargo Bank (or its successor), minus the then present fair rental value of the Premises for the balance of the Term, similarly discounted (after deducting from such fair rental value all anticipated costs of reletting including without limit, Alterations and repairs, brokers' commissions and concessions).

(iv) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; and

(v) Confession of Judgment. To cause judgment by confession for possession of the Premises to be entered against Tenant as follows.

SUBSECTION A BELOW CONTAINS A WARRANT OF ATTORNEY AUTHORIZING ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR LANDLORD (AS WELL AS SOMEONE ACTING FOR LANDLORD) TO APPEAR FOR, AND CONFESS JUDGMENT FOR POSSESSION AGAINST, TENANT, WITHOUT ANY PRIOR NOTICE OR AN OPPORTUNITY TO BE HEARD. SUBSECTION A BELOW ALSO PERMITS LANDLORD TO EXECUTE UPON THE CONFESSED JUDGMENT FOR POSSESSION WHICH COULD HAVE THE EFFECT OF DEPRIVING TENANT OF ITS PROPERTY WITHOUT ANY PRIOR NOTICE OR AN OPPORTUNITY TO BE HEARD. TENANT HEREBY ACKNOWLEDGES THAT IT HAS CONSULTED WITH AN ATTORNEY REGARDING THE IMPLICATIONS OF THESE PROVISIONS AND TENANT UNDERSTANDS THAT IT IS BARGAINING AWAY SEVERAL IMPORTANT LEGAL RIGHTS. ACCORDINGLY, TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY RIGHTS THAT IT MAY HAVE UNDER THE CONSTITUTION AND/OR LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA TO PRIOR NOTICE AND/OR AN OPPORTUNITY FOR HEARING WITH RESPECT TO BOTH THE ENTRY OF SUCH CONFESSED JUDGMENT FOR POSSESSION AND ANY SUBSEQUENT EXECUTION THEREON. TENANT EXPRESSLY WARRANTS AND REPRESENTS THAT THE FOLLOWING WARRANTS OF ATTORNEY TO CONFESS JUDGMENT FOR POSSESSION HAVE BEEN AUTHORIZED EXPRESSLY BY ALL PROPER ACTION OF THE BOARD OF DIRECTORS OF TENANT. NOTWITHSTANDING ANYTHING CONTAINED IN SUBSECTION A BELOW, THIS SUBSECTION AND THE AUTHORITY GRANTED TO LANDLORD THEREIN ARE NOT AND SHALL NOT BE CONSTRUED TO CONSTITUTE A "POWER OF ATTORNEY" AND ARE NOT GOVERNED BY THE PROVISIONS OF 20 Pa.C.S.A. §§5601-5611. FURTHERMORE, AN ATTORNEY OR OTHER PERSON ACTING UNDER THESE SUBSECTIONS SHALL NOT HAVE ANY FIDUCIARY OBLIGATION TO THE TENANT AND, WITHOUT LIMITING THE FOREGOING, SHALL HAVE NO DUTY TO: (1) EXERCISE THESE POWERS FOR THE BENEFIT OF THE TENANT, (2) KEEP SEPARATE ASSETS OF TENANT FROM THOSE OF SUCH ATTORNEY OR OTHER PERSON ACTING UNDER THESE SUBSECTIONS, (3) EXERCISE REASONABLE CAUTION OR PRUDENCE ON BEHALF OF TENANT, OR (4) KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF TENANT. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT SUCH WARRANTS OF ATTORNEY TO CONFESS JUDGMENT FOR POSSESSION ARE BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION AND THAT IN VIEW OF THE COMMERCIAL NATURE OF THE RELATIONSHIP BETWEEN LANDLORD AND TENANT, AND THE FACT THAT LANDLORD AND TENANT MAY HAVE ADVERSE INTERESTS, TENANT ACKNOWLEDGES THAT THERE IS NO EXPECTATION THAT LANDLORD SHALL HAVE ANY DUTY UNDER ANY PROVISION OF CHAPTER 56 OF THE PENNSYLVANIA PROBATE, ESTATES AND FIDUCIARIES CODE (20 PA. C.S.A. § 5601, ET SEQ.) (INCLUDING, WITHOUT LIMITATION, 20 PA. C.S.A. § 5601.3(a)(1)) TO ACT IN THE BEST INTEREST OF THE TENANT, AND TENANT AGREES THAT LANDLORD SHALL HAVE NO SUCH DUTY. FURTHER, TENANT HEREBY AGREES THAT ALL DUTIES OWED BY AN AGENT AS SPECIFIED UNDER 20 PA. C.S.A. § 5601.3(b) (AS THE TERM "AGENT" IS USED THEREIN) ARE KNOWINGLY AND IRREVOCABLY WAIVED.

A. CONFESSION OF JUDGMENT FOR POSSESSION. TENANT COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT IF THE TOTAL SUM OF RENT AND/OR OTHER AMOUNTS THEN DUE AND UNPAID BY TENANT TO LANDLORD EXCEEDS \$50,000.00, OR IF THIS LEASE IS TERMINATED OR THE LEASE TERM OR ANY EXTENSIONS OR RENEWALS THEREOF ARE TERMINATED OR EXPIRE, AND IN ANY OF THE FOREGOING EVENTS SOLELY UPON TEN (10) DAYS' PRIOR WRITTEN NOTICE TO TENANT OF LANDLORD'S INTENTION TO CAUSE JUDGMENT BY CONFESSION TO BE ENTERED PURSUANT HERETO (WHICH TEN (10) DAYS' NOTICE SHALL BE IN ADDITION TO ANY NOTICE AND OPPORTUNITY TO CURE ANY EVENT OF DEFAULT REQUIRED TO BE GIVEN UNDER THIS LEASE, IF ANY), LANDLORD MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS IN EJECTMENT FOR POSSESSION OF THE PREMISES TO BE ENTERED AGAINST TENANT AND, FOR THOSE PURPOSES, TENANT HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR LANDLORD (AS WELL AS SOME ONE ACTING FOR LANDLORD) IN ANY ACTIONS COMMENCED FOR RECOVERY OF POSSESSION OF THE PREMISES TO APPEAR FOR TENANT AND CONFESS OR OTHERWISE ENTER JUDGMENT IN EJECTMENT FOR POSSESSION OF THE PREMISES AGAINST TENANT AND ALL PERSONS CLAIMING DIRECTLY OR INDIRECTLY BY, THROUGH OR UNDER TENANT, AND THEREUPON A WRIT OF POSSESSION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT

ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (ID) IF, FOR ANY REASON AFTER THE FOREGOING ACTION OR ACTIONS SHALL HAVE BEEN COMMENCED, IT SHALL BE DETERMINED THAT POSSESSION OF THE PREMISES SHOULD REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT TO COMMENCE ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES INCLUDING APPEARING FOR TENANT AND CONFESSING OR OTHERWISE ENTERING JUDGMENT FOR POSSESSION OF THE PREMISES AS HEREINBEFORE SET FORTH.

B. Proceedings. In any procedure or action to enter judgment by confession pursuant to Subsection A above: (a) if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the Event of Default or occurrence of the condition precedent, or event, the happening of which default, occurrence or Event of Default authorizes and empowers Landlord to cause the entry of judgment(s) by confession, such affidavit or averment shall be conclusive evidence of such facts, Events of Default, occurrences, conditions precedent or events; and (b) if a true copy of this Lease (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

C. Waivers by Tenant of Errors and Notice to Quit. Tenant hereby releases to Landlord and to any attorneys who may appear for Landlord all claims, losses, damages and liabilities for errors in any procedure(s) or action(s) to enter judgment(s) by confession by virtue of the warrants of attorney contained in this Lease, and all liability therefor, without thereby waiving the right to petition the Court to reopen the judgment due to errors in any procedure(s) or action(s) to enter judgment(s) by confession or raise any defenses as a result of any errors. Tenant further authorizes the prothonotary, or any clerk of any court of record to issue a writ of execution or other process. If proceedings shall be commenced to recover possession of the Premises either at the end of the Lease Term or sooner termination of this Lease, or for non-payment of Rent or for any other Event of Default, Tenant specifically waives the right to the fifteen (15) or thirty (30) days' notice to quit required by 68 P.S. §250.501, as amended, and agrees that and agrees that notice under either Pa.R.C.P. 2973.2 or Pa.R.C.P. 2973.3, as amended from time to time, shall be sufficient in either or any such case.

D. Rights of Assignee of Landlord. The right to enter judgment(s) against Tenant by confession and 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, any statute, rule of court, custom, or practice to the contrary notwithstanding.

(c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22(a) above more than three (3) times in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13 or 20 within the notice and response periods specified therein, respectively.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

(f) Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon or related to, the subject matter of this Lease.

(g) Tenant waives those provisions of the Landlord and Tenant Act of 1951, Act of April 6, 1951, P.L. 69, art. I, secs. 101 et seq., 68 P.S. secs 250.101 et seq., as amended and as may from time to time be further amended (hereinafter referred

to as the "Landlord and Tenant Act"), that are not prohibited by law from being waived. Without limiting the generality of the foregoing waiver, Tenant specifically waives the right to receive the Notice to Quit provided for in the Landlord and Tenant Act.

23. Tenant's Authority. Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, (b) the execution, delivery and performance of this Lease have been duly approved by Tenant and no further corporate action is required on the part of Tenant to execute, deliver and perform this Lease, (c) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant and (d) this Lease, as executed and delivered by such person(s), is valid, legal and binding on Tenant, and is enforceable against Tenant in accordance with its terms (subject to applicable provisions of any bankruptcy, insolvency, receivership or similar law.)

24. Liability of Landlord. The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be deemed to be in default under this Lease unless Tenant gives Landlord notice specifying the default and Landlord fails to cure the default within 30 days after Landlord's receipt of such notice from Tenant; provided, however, if the default cannot reasonably be cured within 30 days following Landlord's receipt of such notice from Tenant, Landlord shall have such additional time as is reasonably necessary to cure the default if Landlord commences to cure the default within 30 days following Landlord's receipt of such notice from Tenant and thereafter diligently pursues such cure to completion. In no event shall Landlord or Tenant be liable to the other party for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind, except as expressly provided in this Lease. Tenant will look solely to Landlord's interest in the Property (including insurance proceeds and sale proceeds) for recovering any judgment or collecting any obligation from Landlord, its property manager, and their respective officers, directors, partners, shareholders, members and employees, and those of their affiliates (each a "Landlord Party"). Tenant agrees that neither Landlord nor any other Landlord Party will be personally liable for any judgment or deficiency decree. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

25. Miscellaneous.

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.

(g) The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery hereof by both Landlord and Tenant.

(h) The Broker(s) identified in Section 1, if any, will be paid a commission by Landlord pursuant to a separate written agreement between Landlord and such Broker(s). Each party represents and warrants to the other party that the Broker(s) identified in Section 1, if any, are the only brokers or agents dealt with by such party in connection with the negotiation or execution of this Lease. Each such party hereby agrees to indemnify and hold the other party (and any Mortgagee) harmless from any and all claims by any broker or agent other than the Broker(s) identified in Section 1, if any, for commissions, fees or expenses arising out of or in connection with the negotiation of or entering into this Lease by Landlord and Tenant, based on the assertion that the indemnifying party agreed to pay or (cause to be paid) such other broker or agent. In no event shall any Mortgagee have any obligation to any broker or agent involved in this transaction.

(i) If Landlord or Tenant shall be delayed, hindered or prevented from the performance of any acts required under this Lease or by law, other than payment of any sums of money due, by reason of an act of God, fire, casualty, actions of the elements, strikes, lockouts, other labor trouble, inability to procure or shortage of labor, equipment, facilities, materials or supplies despite reasonable efforts, failure of transportation or power, restrictive governmental laws or regulations, unreasonable governmental delay, riots, insurrection, war, terrorism or any other cause similar or dissimilar to the foregoing beyond the reasonable control of the party whose performance is delayed ("Force Majeure"), then the performance of such act or acts shall be excused for the period of delay, in which case the period for the performance of any such act or acts shall be extended for the period reasonably necessary to complete performance after the end of the period of such delay. In no event shall any monetary obligations under this Lease be extended due to Force Majeure, and in no event shall financial inability constitute a cause beyond the reasonable control of a party. In order for any party hereto to claim the benefit of a delay due to Force majeure, such party shall be required to use reasonable efforts to minimize the extent and duration of such delay, and to give the other party reasonable notice of the cause of such delay within a reasonable time of its commencement. In addition, each party's delay in performance of its non-monetary obligations under this Lease shall be excused to the extent that such delay is due to any act or omission of the other party or such other party's Agents in breach of such other party's obligations under this Lease.

(j) Nothing contained in this Lease shall be construed to create a partnership, joint venture or other relationship between Landlord and Tenant.

(k) This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall constitute one and the same instrument. This Lease shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of Landlord and Tenant.

26. Notices. Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1 above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by Landlord's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord.

27. Landlord Representations and Warranties.

(a) Landlord represents and warrants to as follows:

(i) Landlord is the owner of the Building.

(ii) The Permitted Use does not violate any restrictive covenant or non-compete clause of any other Lease affecting the Building.

(iii) Landlord is a limited partnership duly organized and validly existing under the laws of Pennsylvania; Landlord has full power and authority under the laws of Pennsylvania to execute and deliver this Lease and to perform its

obligations hereunder; the signatory hereto on behalf of Landlord has full power and authority to bind Landlord, as Landlord, and all requisite actions necessary to authorize Landlord to execute and deliver this Lease and to perform its obligations hereunder have been taken.

(b) As of the date of this Lease, to Landlord's knowledge, during the period of Landlord's ownership of the Property, Landlord has not received written notice from any governmental authority that any Hazardous Materials have been or are presently, used, handled, generated, processed, treated, stored, transported, released, discharged or disposed on, about, or beneath the Premises or the building in which the Premises is located, in a manner or condition not in compliance with any applicable Environmental Laws or violating the requirements of any operations and maintenance program adopted by Landlord for the management of same, and Landlord has not received written notice from any governmental authority requiring Hazardous Materials to be removed or remediated at the Property.

28. Utilities. For and with respect to each calendar year of the Term (and any renewals or extensions thereof) including, without limit, the Base Year if any and the first calendar year during which the term of this Lease shall have commenced, there shall accrue and Tenant shall pay to Landlord, as Additional Rent under this Lease: (1) Landlord's costs of supplying electricity consumed by Tenant in the Premises, including without limitation, such electric energy as is consumed by Tenant in connection with the operation of the heating, ventilating and air conditioning systems serving the areas which includes the Premises, if any, as such consumption shall have been shown on the meters for such systems and computed on a proportionate basis with other areas served by the meters together with any administrative costs incurred by Landlord by reason thereof, and (2) Tenant's Share of Landlord's costs of supplying electric energy and other utility service (excluding water and sewer) to all other areas of the Property in connection with the operation of the Property, at the same retail rate as Tenant would be obligated to pay the applicable utility company providing such service at its retail rate, and all taxes or fuel adjustments or transfer charges and other like charges regularly passed on to consumers by the utility company furnishing service to the Property and Premises, administrative costs related to keeping track of use and consumption and a reasonable loss factor related to any meters and sub-meters. If the Building is less than 95% occupied, or if any tenant in the Building contracts directly for electric power service or other utilities or is separately metered or submetered during any portion of the relevant period, the total electric power costs and other utility costs for the Building will be "grossed up" to reflect what those costs would have been had the Building been 95% occupied and had each tenant in the Building used the Building-standard amount of electric power and other utilities, as determined by Landlord. If any electricity cost or expense relating to the exterior of the Building, Common Areas of the Building, if any, or leasable areas of the Building benefits only a portion of the Building, which portion includes the Premises, Landlord may, at Landlord's option, equitably adjust such cost or expense to reflect the portion of the Building so benefited, on a proportionate share basis. Tenant shall pay all amounts billed pursuant to the provisions hereof within 30 days of receiving Landlord's written statement of such charges. Any payment, refund, or credit made pursuant to this Section shall be made without prejudice to any right of Tenant to dispute, or of Landlord to correct, any item(s) as billed pursuant to the provisions hereof; provided, however, that if Tenant does not notify Landlord that it disputes any statement within 30 days of receipt, Tenant shall be deemed to agree and be bound thereby. If, upon expiration or termination of this Lease for any cause, the amount of electricity charges or other utility charges due hereunder has not yet been determined, an appropriate payment from Tenant to Landlord shall be made within 30 days after such determination. Landlord shall have the right to require Tenant to contract directly with the utility provider supplying electricity and any other utility services to the Building, in which event Tenant shall pay all charges for such utilities directly to the utility provider. Landlord shall at all times have the exclusive right to select the provider or providers of electricity and all other utility services to the Premises and the Property. If Landlord receives any refund, rebate or credit from such utility companies on account of amounts paid by Tenant for utility services for any year included in the Term, an appropriate credit to the account of Tenant will be made equitably reflecting the portion thereof paid by Tenant on a proportionate share basis. Landlord shall have the right of access to the Premises from time to time to install or remove utility facilities. Landlord will use reasonable efforts not to unreasonably disturb Tenant in exercising such right of access. At Tenant's option, Tenant, at Tenant's cost (subject to the Allowance), as part of the Work pursuant to Exhibit "E", may install a utility grade meter or submeter to monitor electricity, water, sewer and other utility services to the Premises. Tenant shall pay for all such services supplied by Landlord as shown by the meter or submeter as applicable, at the retail rate charged by the utility company furnishing the same, upon monthly invoicing, and Landlord will adjust Tenant's proportionate share of the costs for such utility services to the Premises accordingly. If any electricity, water, gas, heat, light, power, Telecommunication Services, sewer, sprinkler charges and other utilities used on or from the Premises is not supplied by Landlord, Tenant shall contract directly and pay for all such utilities not supplied by Landlord, together with any connection fees, taxes, penalties, surcharges or similar charges relating to such utilities.

29. Rights Reserved to Landlord. Landlord waives no rights, except those that may be specifically waived herein, and explicitly retains all other rights including, without limitation, the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim:

(a) To name or rename the Property and the Building and change the name or street address of the Property and the Building, subject to the provisions of Paragraph 29(a)(i) below. Landlord shall have the exclusive right to use the name and image of the Property and the Building for all purposes, except that Tenant may use the name on its business address and for no other purpose.

(i) Competitor Signage, etc. So long as Tenant hereunder shall be the Tenant originally named in this Lease or an assignee of this Lease that is an Affiliate of such original Tenant (collectively, "Original Tenant"), and Original Tenant and its Affiliates shall be in occupancy of no less than 13,292 rentable square feet and is operating the business of a homebuilder/developer in the Premises pursuant to this Lease, during the Term of this Lease (including the term of any renewal or extension periods of the initial Term hereof), Landlord shall not allow the name or logo of any Tenant Competitor (as defined below) on exterior portions of the individual building in which the Premises is located. The foregoing restriction in this Paragraph 29(a)(i) shall apply regardless of whether the Tenant Competitor is the owner of the building or of a direct or indirect beneficial interest in Landlord or the building. The foregoing restriction in this Paragraph 29(a)(i) shall not apply to any other building in the multiple-building project of which the Premises is a part, nor to any other property of Landlord or its affiliates. As used herein, a "Tenant Competitor" means each of the following: Pulte, Lennar, NVR/Ryan and DR Horton. If Tenant shall at any time fail to meet the requirements of this Paragraph 29(a)(i), Tenant's rights hereunder shall thereupon immediately forever cease and terminate, and Tenant shall not regain any of such rights even if it shall thereafter meet the requirements of this Paragraph 29(a)(i).

(b) To install, affix and maintain any and all signs on the exterior or interior of the Building or the Property.

(c) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, toilet paper, shoe shining, vending machines, mobile vending service, and like services used on the Property or in the Building; provided, however, that Tenant may select its own vendors and contractors to provide such services to Tenant within the Premises with reasonable prior notice to Landlord naming all such Tenant's vendors and contractors. If any of Tenant's vendors disrupts the normal operation of the Building, damages any of the Property or otherwise annoys or disturbs other tenants or occupants, Landlord shall have the right to require Tenant to remove such vendor from the Building or otherwise take all such lawful actions necessary to ensure that the disruption or disturbance shall cease immediately. If Landlord elects to make available to tenants in the Building or Property any services or supplies, or arranges a master contract therefor, Tenant agrees to obtain its requirements, if any, therefor from Landlord or under any such contract, provided that the charges therefor are reasonably consistent with market rates.

(d) To make Alterations to the Property, Building and Common Areas and to alter the layout, design and/or use of the Property, Building and Common Areas in such manner as Landlord, in its sole discretion, deems appropriate, and for such purposes to enter upon the Premises and during the continuance of any of such work, to temporarily close doors, entry ways, public space, corridors and common areas in the Building or the Property, and to interrupt or temporarily suspend services or use of Common Areas, all without affecting any of Tenant's obligations hereunder, so long as (i) the Premises remains reasonably accessible; (ii) Tenant's sign on the exterior of the Building described above in Section 11(b) is not unreasonably obscured from view from Township Line Road, nor altered or removed, except on the terms of Section 11(b); and (iii) the number of Tenant's reserved parking spaces will not be reduced below the number of parking spaces reserved to Tenant as specified below in Section 30. Tenant shall cooperate with Landlord and Landlord's contractors, subcontractors, architects, engineers and agents during the preparation and construction of any such Alterations.

(e) If Tenant vacates or abandons the Premises together with any default in rental payment, to decorate, remodel, alter, or otherwise prepare the Premises for re-occupancy, without affecting Tenant's obligation to pay Rent.

(f) To hold at all times, and to use in appropriate instances, passkeys and security system codes necessary for access to the Premises and all doors within and into the Premises. On the expiration of the Term or Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(g) To designate and approve all window coverings used in the building.

(h) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and Building.

(i) To install vending machines of all kinds in the Building and upon the Property, and to provide mobile vending service therefor, and to receive all of the revenues derived therefrom; provided, however, that no vending machines shall be installed by Landlord in the Premises nor shall any mobile vending service be provided therefor, unless Tenant so requests.

(j) To regulate deliveries of supplies and the use of the loading docks, receiving areas and freight elevators.

(k) To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises, provided the same are located above the ceilings, within the walls or within chases or risers.

(l) To grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building or on the Property; provided, however, that (i) any such exclusive rights to conduct business granted after the date of this Lease shall be subject to Tenant's rights under this Lease to carry on its business operations for the Permitted Use and (ii) Tenant will not be obligated to purchase its requirements (if any) from such persons except as otherwise provided in this Lease (including subsection 29(c) above).

(m) The exclusive right to use or dispose of the use of the roof of the Building.

30. Parking. Appurtenant to the lease of the Premises, subject to the Building Rules, Tenant shall have the privilege during the Term to use up to five (5) contiguous parking spaces in the area shown on Exhibit "J", reserved for use by Tenant, in the parking facilities serving the Building. Landlord reserves the right to relocate the parking spaces reserved to Tenant hereunder from time to time in connection with any redevelopment or Alterations affecting the layout, design and/or use of the parking facilities, provided that the relocated spaces will be contiguous and located in a reasonably convenient place for access to the Premises. Landlord shall not charge Tenant or its Agents a fee for the use of such parking spaces during the Term (except costs included in Operating Expenses). Other than the reserved parking spaces described above, Tenant's use of the parking facilities will be in common with other tenants and will not exceed Tenant's Share of the available parking spaces, in areas reasonably designated by Landlord. Landlord reserves the right to grant exclusive parking and otherwise reserves all rights and exclusive control over the parking facilities.

[signatures on next page]

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Date signed:

October 31, 2016

Landlord:

Sentry KPG III, L.P.,
a Pennsylvania limited partnership

By: Sentry KPG III GP, LLC,
a Delaware limited liability company,
its general partner

Witness:

Stefanie J Hill
Name (printed): Stefanie J Hill

By: [Signature]
Name: MARC ROOH
Title: Secretary

Date signed:

Oct 27, 2016

Tenant:

Toll Bros., Inc.,
a Pennsylvania corporation

Attest/Witness:

[Signature]
Name (printed): Gregory Labrecque

By: [Signature]
Print Name: Charles Brecher
Title: DP

COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF :

On this, the 27th day of OCTOBER, 2016, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Charles Brecher, who acknowledged himself/herself to be the Division President of Toll Bros., Inc., a corporation and that as such Division President and being authorized to do so, he/she executed the foregoing instrument on behalf of such corporation for the purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 4/4/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ELIZABETH L. SELF, Notary Public
Hersham Township, Montgomery County
My Commission Expires April 6, 2019