

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:

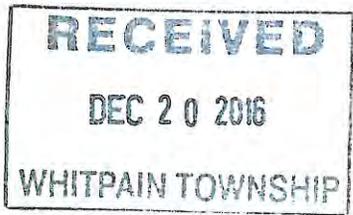
NO. 2100-16: KENCREST SERVICES requests a variance from Article XXVI, Section 160-191.F relating to signage on property located at 960 Harvest Drive, Blue Bell, PA 19422 in the Township's A-R Administrative and Research District. The Applicant's requested variance, if granted, will allow the Applicant to affix a façade sign measuring 16.2 square feet to Building "A" on the subject property where the Ordinance prohibits such façade sign.

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



APPEAL NO. ZHB#2100-16

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

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

WM 12/27/16

ZONING HEARING BOARD APPLICATION

Zoning District: <u>AR</u>	Chapter 160
Article: <u>XXVI</u>	Section: <u>160-191 F</u>
Article: _____	Section: _____
Article: _____	Section: _____
Article: _____	Section: _____

DO NOT WRITE ABOVE THIS LINE

Applicant Name: KenCrest Services
 Owner Equitable Owner Tenant Other

Address: 960A Harvest Drive, Blue Bell, PA 19422

Phone #: H. N/A W. 610-825-9360 Fax No: 610-825-4127

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: _____
(IF DIFFERENT FROM ABOVE)

Description of relief requested. Check all that apply:

- Addition Use Signage
- Flood Plain Minimum yard setback Expansion of Non-conforming use

Describe request: See attached Addendum. 16.2 sf sign

Attorney: John A. Zurzola, Esquire
 Address: One Montgomery Plaza, 425 Swede St, Ste. 1001, Norristown PA, 19401; 610-272-5555
 Phone #: _____
 Fax #: 610-272-6976



 APPLICANT SIGNATURE
 Attorney for Applicant
 AGENT
 One Montgomery Plaza, 425 Swede St,

 ADDRESS
 Ste. 1001, Norristown, PA 19401

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.
- Date of construction of existing structures.
- Proposed structures with dimensions of all sides.
- Distances of existing and proposed structures from property lines.
- 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.
- *Existing contour lines at 2' intervals. (Where slope exceed 10%, then 5' intervals may be used).
- Details of proposed grading and drainage.
- 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.
- Setback lines for building and parking areas.
- Ultimate right-of-way lines of adjacent street(s).
- Areas of existing and proposed structures (individual figure for each structure) and percent of lot coverage of existing and proposed structures.
- Calculation of ratio of area of additions to area of existing structures.
- Building heights, existing and proposed.
- Location and size of signs, existing and proposed.
- Location and type of outdoor lights, existing and proposed.
- *Surface material and dimensions of paved areas, existing and proposed.
- *Landscaping, existing and proposed.
- 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**

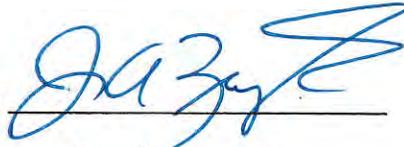
Whitpain Township Zoning Hearing Board
960 Wentz Road
Blue Bell, PA 19422

Gentlemen:

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: _____



Date: _____

11/11/2016

Addendum to Zoning Hearing Board Application of KenCrest Services

Applicant, KenCrest Services is a Non-Profit Corporation with its administrative headquarters located at 960 A Harvest Drive, Blue Bell, PA 19422. KenCrest, founded in 1905, provides community-based services to include Autism Services, In-Home services, Residential Living, Professional Training, Educational Services, Therapy Services and Vocational Services for individuals qualifying and in need of such services.

Clients in need of such services of whom many are special needs individuals, visit the administrative offices frequently to be interviewed, fill-out paperwork and satisfy other administrative functions. Both KenCrest and the owner of 960 A Harvest Drive are pleased with the location and their arrangement which has been operating for over a year in that location.

Applicant, as well as the owner, have noticed that the current signage on the property to identify the location of KenCrest is not adequate to efficiently direct KenCrest clients to the specific office location when the clients enter on to the property. The minimal signage that identifies KenCrest as occupying space there is confusing and does not identify where clients need to go. A copy of the existing indicia indicating the presence of KenCrest is attached.

Currently there is a façade sign affixed to 960 A Harvest Drive to indicate the presence of “CTX Logistics,” another tenant conducting business at the location. A copy of a photo of the building showing the CTX sign is attached. Applicant was advised that the zoning code, Section 160-191 does not permit the instillation of an additional facade sign to the building. A copy of the relevant section is attached.

Applicant now seeks a variance or, in the alternative, a special exception to permit another façade sign to be attached to the building to indicate the presence of KenCrest. A copy of a photo simulation of the proposed KenCrest façade sign that was prepared by “PHILADELPHIASIGN” is attached. Also attached is the site drawing indicating on what building façade the new sign will be attached as well as a drawing depicting the length, with and total sq. footage of the sign.

Neither the current owner or the other tenants object to this application for an additional façade sign as proposed on the attached photo simulation.

*Township of Whitpain, PA
Monday, December 19, 2016*

Chapter 160. Zoning

Article XXVIA. Off-Premises Advertising Sign Overlay District

§ 160-191.1. Purpose and intent.

The purpose of these regulations is to provide an area for the placement of off-premises advertising signs or billboards in the Township. The goals of these regulations are to:

- A. Provide clear guidelines and regulations for the placement of off-premises advertising signs or billboards.
- B. Provide standards for construction of off-premises advertising signs or billboards.
- C. Provide for the location of off-premises advertising signs or billboards so that such signs are not adverse to the health, safety and welfare of the public.

§ 160-191.2. General regulations.

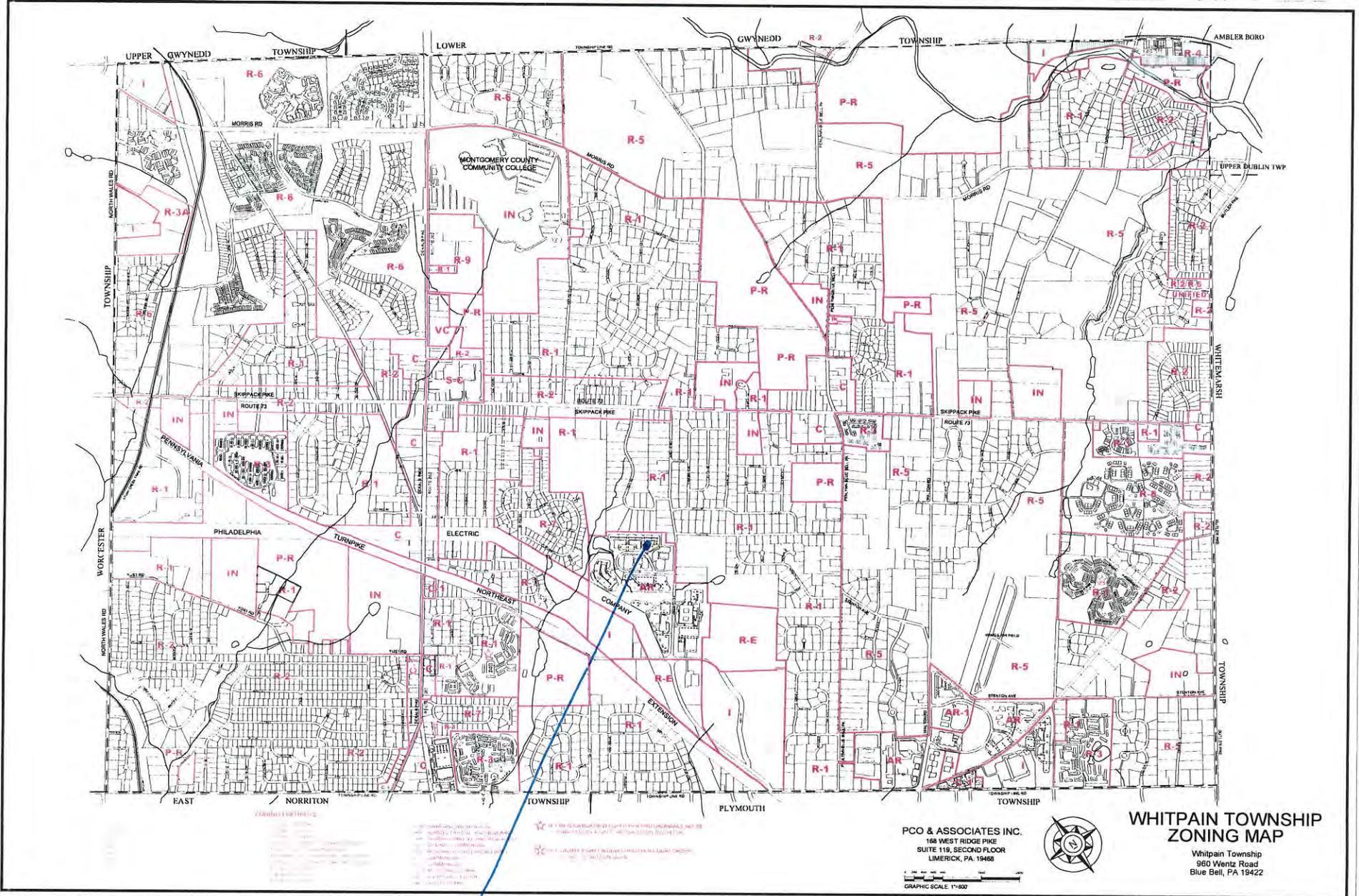
- A. Signs permitted. Off-premises advertising signs may be permitted by conditional use in the Off-Premises Sign Overlay District subject to the requirements contained in this section.
- B. Size of sign face. An off-premises advertising sign face may not exceed 300 square feet per side in area, with a maximum length of 20 feet and a maximum width of 15 feet.
- C. Height. Off-premises advertising signs shall not exceed 35 feet in height. The height shall be measured from the grade of the immediately adjoining street, road, highway or alley to which the sign is oriented to the highest part of the sign.
- D. Location of sign. Off-premises advertising signs shall be located no closer than 20 feet from any property line and shall not be located closer than 25 feet from any street or road measured from the ultimate right-of-way of such street or road. Off-premises advertising signs may not be closer than 1,000 feet from another off-premises advertising sign measured linearly. No off-premises advertising sign shall be located within 500 feet of any right-of-way of any interchange, measured along the interstate or limited-access primary highway from the beginning or ending of pavement widening at the exit from or entrance to the main traveled way. No off-premises advertising sign or portion thereof shall be permitted within the clear sight triangle at any intersection of a driveway with a street. No off-premises advertising sign shall be erected within a three-hundred-foot circumference of the nearest property line of any of the following: historic site, school, church or other religious institution, retirement or nursing home, cemetery, government building, community center or public park, playground or recreational area. No off-premises advertising sign shall be located within 1,000 feet of any existing residential dwelling.

- E. Number of signs per lot. There shall be no more than one off-premises advertising sign per lot.
- F. Content. No off-premises advertising sign shall advertise any adult or sexually oriented businesses or materials, contain any obscene or profane language, emit any verbal announcement or noises of any kind, or otherwise display any content prohibited by 18 Pa.C.S.A. § 5903. In addition, such signs shall not display any moving, flashing, scrolling, fading, brightening or animated text or video.
- G. Lighting. Illumination of off-premises advertising signs shall follow the standards and requirements of the Illuminating Engineering Society of North America (IESNA) and shall be subject to review and approval of the Township. To the extent that there is a conflict between a standard and/or requirements of the IESNA and the provisions of this section, the provisions of this section shall control. Illumination of all off-premises outdoor advertising signs shall be by external illumination or light-emitting diode (LED) only. Animated, flashing, revolving, scrolling, rotating and oscillating style signs shall be prohibited. The copy or image on an LED sign shall not change more than once per minute. All copy or image changes shall be instantaneous and shall not fade in or out of the digital active area. Any external illumination shall be shielded as necessary to direct light onto the sign without spillover on any side of the sign. Any resulting glare generated by an off-premises advertising sign shall not exceed 1/8 footcandle, as measured on the ground at the curblineline or shoulder, so as not to impair the vision of any motor vehicle driver or otherwise interfere with a driver's operation of his or her motor vehicle. An off-premises outdoor advertising sign or its structure shall only be illuminated from dusk until 10:00 p.m. LED signs shall not be operated between 10:00 p.m. and 6:00 a.m. the following morning.
- H. Luminance. At no point shall the luminance of any off-premises advertising sign exceed the following:
 - (1) Off-premises advertising signs using external illumination shall not exceed 1.75 watts per square foot of board face.
 - (2) LED signs shall not exceed 0.3 footcandle over surrounding ambient light levels.
- I. Lot size. The minimum lot size for a property on which an off-premises advertising sign may be located is 10,000 square feet.
- J. Maintenance of sign. All off-premises advertising signs shall be structurally sound and maintained in good condition. If the signs are not structurally sound or maintained in good condition, the signs shall be immediately repaired or removed at the sole cost and expense of the owner of the sign. If an off-premises advertising sign is not structurally sound or remains in poor condition, the Township shall notify the owner of the property on which the sign is located and provide the owner 60 days' written notice certified mail, sent to the owner's last known address, to repair or remove the sign. If the sign is not repaired or removed within 60 days of the date of the notice, the Township may remove the sign, and the cost thereof shall be paid by the owner of the property on which the sign is erected. The Township may file a lien against the property or take any action permitted by law to collect the cost of removal if it is not paid by the owner of the property.
- K. Sign arrangement. When two sign faces are used in a back-to-back arrangement on an off-premises sign, they shall be parallel, directly aligned with each other and not more than five feet apart. When a V-type sign arrangement is used for two sign faces of any off-premises advertising sign, the sign faces shall not be located more than 15 feet apart at the furthest point, nor shall the interior angle be greater than 45°. The rear side of any single-face, off-premises advertising sign shall be of one neutral color, which shall be specified in the order of the Board of Supervisors.
- L. Agreement of property owner. No part or foundation or support of any off-premises advertising sign shall be placed on, in or over any private property without the written agreement of the property owner. The agreement shall be presented as part of the application for said sign permit but the consideration or price figures bargained between the private parties may be redacted.

- M. Landscaping. Trees greater than four inches in diameter removed for the construction of an off-premises advertising sign shall be replaced on-site at a ratio of one replacement tree for each removed tree using native species no less than three inches in diameter. A decorative landscaped strip shall be located immediately adjoining every side of the supporting structure of the off-premises advertising sign and extending a minimum of five feet from the supporting structure in all directions. All landscaping shall be maintained in a good and safe condition. If any approved landscaping is found by the Township to be in poor condition, the Township shall notify the owner of the property on which the sign and landscaping are located and provide the owner 60 days' written notice certified mail, sent to the owner's last known address, to correct the condition of the landscaping to the satisfaction of the Township. If the condition of the landscaping is not corrected within 60 days of the date of the notice, the Township may perform such work as is necessary to bring the landscaping into a good and safe condition in accordance with the conditional use approval, and the cost thereof shall be paid by the owner of the property on which the sign and landscaping are located. The Township may file a lien against the property or take any action permitted by law to collect the cost of any corrective action taken by the Township if it is not paid by the owner of the property.
- N. Owner identification. All off-premises advertising signs shall be identified on the structure with the name and address of the owner of each sign. The signs within an area regulated by Chapter 445 of the Pennsylvania Code shall further be identified with a permit number or tag issued by the Pennsylvania Department of Transportation.
- O. Discontinued sign. An off-premises advertising sign shall be considered a discontinued sign where it has carried no message for a period of 180 consecutive days or where such sign no longer identifies a bona fide business, commodity, service, entertainment or facility or where the majority of the message on such sign has deteriorated to the condition that it is not clearly discernible. An off-premises advertising sign which has been discontinued shall be presumed to be abandoned and shall constitute an illegal off-premises advertising sign. Any period of time for which the discontinued use of an off-premises advertising sign is proved to be caused by government actions, labor strikes, material shortages or acts of god, and without any contributing fault of the owner of the sign or user of the sign, shall not be calculated toward the number of days of discontinued use. Any discontinued off-premises advertising sign shall be removed at the expense of the owner of the sign. In the event that the owner of the sign cannot be ascertained after the Township's reasonable inquiry, the discontinued sign and structure shall be removed at the expense of the owner of the property on which the sign is erected.
- P. Additional regulations. In addition to the requirements contained in this section, all off-premises advertising signs shall comply with any and all applicable zoning regulations not specifically established herein and any and all Township, state and/or federal regulations, including, but not limited to, the Whitpain Township Building Code^[1] and all applicable Pennsylvania Department of Transportation regulations.

[1] *Editor's Note: See Ch. 71, Building Construction, Part 1, Uniform Construction Code.*

Township Map



Whitpain Zoning

- 1. Zoning Districts
- 2. Zoning Districts
- 3. Zoning Districts
- 4. Zoning Districts
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- 50. Zoning Districts

PCO & ASSOCIATES INC.
 100 WEST RIDGE PIKE
 SUITE 110, SECOND FLOOR
 LIMERICK, PA 19460



WHITPAIN TOWNSHIP ZONING MAP

Whitpain Township
 960 Wentz Road
 Blue Bell, PA 19422

GRAPHIC SCALE 1"=500'

960 A Harvest Drive



960 HARVEST DRIVE

Building A

Building B

CLX
Offices

Business Office
& Training M/F

Retail

Military
Technologies

EXISTING Kew Crest Sign



CLX LOGISTICS

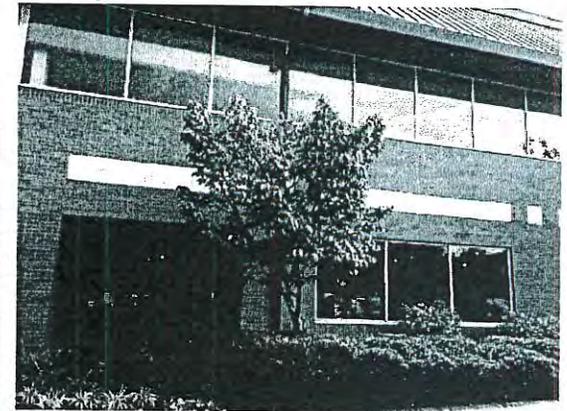


Proposed



Option B

Existing



Signs Rendered Proportional to the Photo



PHILADELPHIASIGN
BRINGING THE WORLD'S BRANDS TO LIFE

TITLE	CRBE	DWG BY	AFR	DATE	09.09.15	DATE	REVISION	09.22.15	Add N02 - N04.....	BY	RJW	THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY P.S.C.O. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONJUNCTION WITH A PROJECT BEING PLANNED FOR YOU BY P.S.C.O. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION NOR IS IT TO BE USED, COPIED, REPRODUCED, OR EXHIBITED IN ANY FASHION.
ADDRESS	KenCrest 960 Harvest Drive Blue Bell, PA 19422		DWG NUM	A24032								
			SHEET	3								

000002



D2

D2 BRANDING, LLC
D2 INTERIORS, INC.
D2CA ARCHITECTS, LLC

Project Name: KenCrest Exterior Sign
Project Address: 960A Harvest Dr, Ste 100
Blue Bell, PA 19422

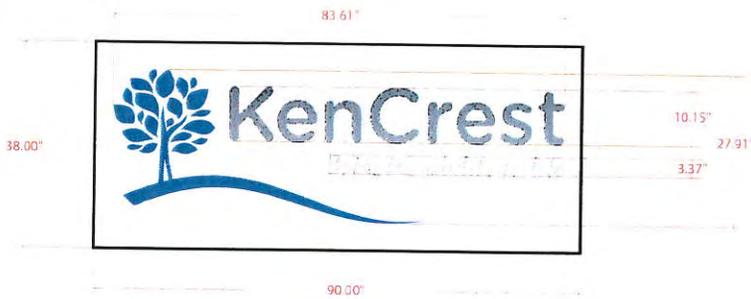
Contact: Richard G. Scott
Project Manager
D2 Branding, LLC
rscott@d2brandingllc.com

Proposal Date: 12/19/16

t: 481.679.5806 / f: 610.514.4440 /
2540 Renaissance Blvd, Ste 100, King of Prussia, PA 19406
info@d2brandingllc.com
www.d2groups.com

1 Exterior Sign

MEASUREMENTS



NOT TO SCALE-VISUAL REFERENCE ONLY

7' - 6" (Actual + or - is prob. 93.5")

1.1 Exterior Logo

- Approximate Size: 16 sqft, See illustration
- Depth: KenCrest 1", Bringing Ability to life 1/2", Tree Logo 1"
- Material: KenCrest (Brushed aluminum), Bringing Ability to life (brushed aluminum), Tree logo (Painted Aluminum)
- Color: PMS BLUE TBD
- Finish: Semi-Gloss
- Mounted: stud surface mounted

*D2 has not performed code research for the sign shown

*Vendor fabrication specifications may vary when sign is fabricated

D2

D2 BRANDING, LLC
D2 INTERIORS, INC
D2CA ARCHITECTS, LLC

AGREEMENT OF LEASE

BETWEEN

HARVEST 960, LP

AS LANDLORD

AND

KENCREST CENTERS AND KENCREST SERVICES

AS TENANT

OFFICE LEASE

LEASE made this _____ day of _____, 2015, by and between HARVEST 960, LP, a Pennsylvania limited partnership (the "Landlord"), and KENCREST CENTERS, a Pennsylvania non-profit corporation, and KENCREST SERVICES, a Pennsylvania non-profit corporation (collectively, jointly and severally, the "Tenant").

FUNDAMENTAL LEASE PROVISIONS

1. **"Term" or "Initial Term"**: Eleven (11) years commencing on the Commencement Date (as hereinafter defined) and ending on the date (the "Expiration Date") which is (i) the day immediately preceding the eleventh (11th) anniversary of the Commencement Date, if the Commencement Date is the first day of a calendar month, or (ii) the last day of the calendar month in which the eleventh (11th) anniversary of the Commencement Date occurs, if the Commencement Date is any day other than the first day of a calendar month. In the event that Tenant validly exercises a Renewal Option (as hereinafter defined) pursuant to Section 35 of the Lease, then all references herein to the "Term" shall be deemed to include the applicable Renewal Term (as hereinafter defined) and the "Expiration Date" shall mean the last day of the applicable Renewal Term.

2. **"Demised Premises"**: approximately twenty-five thousand seven hundred (25,700) rentable square feet ("Tenant's RSF") comprising of the entire first floor in the building (the "Building") known as 960 Harvest Drive, Building A located in Blue Bell, Pennsylvania, which Demised Premises are identified on the plan attached hereto as Exhibit "A". The Building, Building B, Building C (collectively, the "Project Buildings") and the land on which the Project Buildings are located are hereinafter referred to as the "Property". The square footage of the Demised Premises shall, for all purposes under this Lease, be deemed to be the square footage set forth above.

3. **"Landlord's RSF"**: the rentable square footage of the Building, which is currently approximately 54,814 rentable square feet, as the same may be adjusted from time to time as a result of a casualty, condemnation or expansion of the Building.

4. **"Tenant's Fraction"**:

For Operating Expenses related to the Building: 46.89%, which is Tenant's RSF divided by Landlord's RSF, as the same may be adjusted from time to time.

For Operating Expenses and Taxes related to the Property: 19.88% (25,700/129,249), which is Tenant's RSF divided by the rentable square footage of the Project Buildings, as the same may be adjusted from time to time.

5. **"Base Year"**: shall mean the calendar year 2016.

6. **"Commencement Date"**: the earlier of (i) the date Tenant commences use and occupancy of all or any portion of the Demised Premises, and (ii) the Delivery Date. **"Delivery Date"** shall mean the date on which the Tenant Improvements are "Substantially Completed" pursuant to the terms of Section 3 below. Notwithstanding the foregoing, in the event that the Delivery Date is delayed due to a delay caused in whole or in part by Tenant (including, without limitation, a "Tenant Delay" as hereinafter defined), then the Delivery Date shall be deemed to

occur on the Estimated Commencement Date, subject to extension for delays other than those caused in whole or in part by Tenant. Following the determination of the Commencement Date, and as a pre-condition of Tenant's occupancy of the Demised Premises, Landlord and Tenant shall enter into a Commencement Date Memorandum in the form attached hereto as **Exhibit "D"** to this Lease confirming the Commencement Date.

7. "Estimated Commencement Date": December 1, 2015

8. "Notice Addresses"

Landlord: Harvest 960, LP
 c/o Endurance Real Estate Group
 One Bala Avenue, Suite 502
 Bala Cynwyd, PA 19004
 Attn: Benjamin Cohen or William A. White

With a copy of notices to:

Kaplin Stewart Meloff Reiter & Stein, P.C.
 Union Meeting Corporate Center
 910 Harvest Drive
 Blue Bell, PA 19422
 Attn: Maury B. Reiter, Esquire

Tenant: At the Demised Premises

9. "Permitted Use": General office use.

10. "Annual Base Rent":

Lease Year	Annual Base Rent	Monthly Installment
1	\$351,576.00	\$29,298.00
2	\$480,847.00	\$40,070.58
3	\$492,868.18	\$41,072.35
4	\$505,189.88	\$42,099.16
5	\$517,819.63	\$43,151.64
6	\$530,765.12	\$44,230.43
7	\$544,034.24	\$45,336.19
8	\$557,635.10	\$ 46,469.59
9	\$571,575.98	\$ 47,631.33
10	\$585,865.38	\$ 48,822.11
11	\$600,512.01	\$ 50,042.67

11. **“Security Deposit”**: \$39,085.42

12. **“Property Manager” / “Rent Payment Address”**:

“Property Manager”: Endurance Real Estate Group

“Rent Payment Address”: Harvest 960, LP
c/o Endurance Real Estate Group
One Bala Avenue, Suite 502
Bala Cynwyd, PA. 19004

13. **“Brokers”**:

“Landlord’s Broker” - Colliers International

“Tenant’s Broker” - CBRE, Inc.

14. **Tenant Allowance**: Provided that Tenant is not in default in the performance of any of its obligations hereunder, Landlord shall provide Tenant with an allowance (the **“Tenant Allowance”**) of up to Three Hundred Fifty-One Thousand Five Hundred Seventy-Six Dollars (\$351,576.00), which shall be applied solely against Tenant’s cost to move certain furniture, fixtures and equipment from its existing premises to the Demised Premises, and to purchase new furniture, fixtures and equipment to be installed within the Demised Premises (collectively, the **“Moving Costs”**), and for no other purpose. The Tenant Allowance shall be paid to Tenant as Tenant incurs such costs (but not more than one installment per month). The Tenant Allowance shall be payable within thirty (30) days after Tenant’s submission to Landlord of invoices representing the Moving Costs and other documentation reasonably requested by Landlord in connection therewith. In the event that Tenant fails to utilize the entire Tenant Allowance, Tenant shall not be entitled to a credit against the rent payable hereunder. In the event that the Moving Costs exceed the amount of the Tenant Allowance, Tenant shall be solely responsible for such excess costs. All requests for the Tenant Allowance shall be made on or before the date that is seven (7) months after the Commencement Date or the same shall be forfeited by Tenant.

15. **Fitness Center**: Landlord is constructing a fitness center in Building B located on the Property (the **“Fitness Center”**), which may be used by Tenant’s employees on a non-exclusive basis, subject to the terms set forth herein. Tenant hereby acknowledges and agrees to the following: (i) Tenant’s employees may use the Fitness Center in a safe manner and only for exercising; (ii) Tenant will not use the Fitness Center in any way which is offensive or dangerous to other users of the Fitness Center; (iii) Tenant must obey all rules of Landlord for use of the Fitness Center; (iv) Landlord may prohibit use of the Fitness Center by any person that Landlord believes has failed to obey any of the parts of this Lease or any rules and regulations governing the Fitness Center; (v) no alcoholic beverages are permitted in the Fitness Center; (vi) Tenant agrees to be responsible for any physical damage or loss to the Fitness Center, except for ordinary wear and tear, caused by the negligence or willful misconduct of Tenant or its employees; (vii) a parent, guardian, legal custodian, or someone who is eighteen (18) years of age or older and who has permission to supervise the child, must stay with any person that is less than eighteen (18) years of age; (viii) no guests will be authorized to use the Fitness Center; (ix) all users must wear shoes and shirts in the Fitness Center; (ix) Landlord provides the Fitness Center for Tenant only as an extra service and Landlord may close or limit the Fitness Center at any time and for any

reason without notice; (x) Landlord will not be required provide attendants or supervisors of any kind in the Fitness Center; (xi) Landlord makes no promise that Landlord's representatives are experts in the use, operation or physical condition of the Fitness Center or the equipment and Tenant understands that Landlord makes no statements, guarantees or promises about the safety of the Fitness Center or the exercise equipment; (xii) **TENANT HEREBY ACKNOWLEDGES THAT THERE IS RISK OF INJURY IN PARTICIPATING IN THE USE OF THE FITNESS CENTER AND EQUIPMENT THEREIN AND LANDLORD SHALL NOT BE REQUIRED TO INSPECT THE EQUIPMENT OR OTHER ITEMS IN THE FITNESS CENTER;** (xiii) **TENANT AND ITS EMPLOYEES WILL USE THE FITNESS CENTER AT TENANT'S OWN RISK;** (xiv) neither Tenant nor its employees may file a claim or lawsuit against Landlord if a personal injury, death or damage to personal property happens through the use of the Fitness Center or exercise equipment; and (xv) except to the extent caused by the negligence or willful misconduct of Landlord, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to Tenant's or its employees' use of the Fitness Center. In addition, prior to any of Tenant's employees accessing the Fitness Center, such employee must sign a waiver, indemnity and hold harmless agreement in favor of Landlord, on Landlord's standard form, that reflects the agreements contained herein. Notwithstanding the foregoing, Landlord shall use reasonable efforts to repair any defect in any of the fitness equipment located in the Fitness Center upon Landlord becoming aware of such defect and the cost of any such repair (or replacement if deemed necessary by Landlord) shall be included in Operating Expenses.

List of Exhibits

Exhibit "A"	-	Demised Premises
Exhibit "B"	-	Construction Plan
Exhibit "B-1"	-	Construction Standards
Exhibit "C"	-	Rules and Regulations
Exhibit "D"	-	Commencement Date Memorandum
Exhibit "E"	-	Janitorial Specifications
Exhibit "F"	-	Reserved Parking

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WITNESSETH, THAT:

1. DEMISED PREMISES/COMMON AREAS. Landlord, for the Term and subject to the provisions and conditions hereof, leases to Tenant and Tenant accepts from Landlord, the Demised Premises. Tenant shall not use or occupy, or permit or suffer to be used or occupied, the Demised Premises or any part thereof, other than for the Permitted Use. Tenant shall further have the non-exclusive right, in common with the other tenants and occupants of the Building, to use the "Common Areas" of the Building. As used herein, "Common Areas" shall mean all areas and facilities designated by Landlord from time to time for the general use of all tenants in the Building, including any parking areas, driveways, sidewalks, hallways, restrooms, and other similar public areas and access ways of the Building to the extent designated as "Common Areas" by Landlord. Landlord covenants that, to Landlord's actual knowledge, as of the Delivery Date, the Building and Demised Premises, and any subsequent remodel, alteration or expansion of the Building undertaken by Landlord will be constructed in compliance with the applicable provisions of the Americans With Disabilities Act of 1990 and its implementing regulations, as amended or supplemented from time to time (together, the "ADA"), and all similar applicable state and local laws, rules and regulations, except to the extent any such compliance is made necessary solely as a result of the Tenant Improvements or Tenant's specific use of the Demised Premises (as opposed to general office use). Landlord shall perform all "path of travel" and other work requirements to the common areas of the Property that are triggered by any remodel, alteration, or expansion of the Demised Premises by Landlord.

2. TERM / LEASE YEAR. The Term shall commence on the Commencement Date and shall expire on the Expiration Date, unless extended or sooner terminated as expressly set forth herein. The first lease year of the Term shall commence on the Commencement Date and shall end on (i) the day immediately preceding the first anniversary of the Commencement Date, if the Commencement Date is the first day of a calendar month, or (ii) the last day of the month in which the first anniversary of the Commencement Date occurs, if the Commencement Date is any day other than the first day of a calendar month. Each lease year after the first lease year shall be a consecutive twelve (12) month period commencing on the first day of the calendar month immediately following the preceding lease year.

Commencing on October 15, 2015, Tenant may enter into the Demised Premises solely for the purpose of installing furniture, trade fixtures, telephones, computers, photocopy equipment, and other business equipment. Such early entry will not advance the Commencement Date so long as Tenant does not commence business operations from any part of the Demised Premises. All of the provisions of this Lease shall apply to Tenant during any early entry, including the indemnity contained herein, but excluding the obligation to pay rent unless and until Tenant has commenced business operations in the Demised Premises, whereupon rent shall commence. Landlord may revoke its permission for Tenant's early entry if Tenant's activities or workers unreasonably interfere with the completion of the Tenant Improvements. If Tenant is granted early entry, Landlord shall not be responsible for any loss, including theft, damage or destruction to any work or material installed or stored by Tenant at the Demised Premises or for any injury to Tenant or its agents, employees, contractors, subcontractors, subtenants, assigns, customers, or invitees except as caused by Landlord's gross negligence or willful misconduct. Landlord shall have the right to post appropriate notices of non-responsibility and to require Tenant to provide Landlord with evidence that Tenant has fulfilled its obligation to provide insurance hereunder.

3. TENANT IMPROVEMENTS.

(a) Tenant has, at its sole cost and expense, submitted to Landlord, for Landlord's prior approval, proposed plans and specifications (labeled T001 and dated June 26, 2015, amended with Bulletin #1 labeled T001 dated July 6, 2015) (the "**Approved Tenant Plans**") for Tenant's proposed improvements to the Demised Premises, which plans have been prepared by Environetics, a registered architect licensed to do business within the State in which the Property is located. The Approved Tenant's Plans include all information and specifications necessary for Landlord to complete the work described therein, shall conform to all applicable laws and requirements of public authorities and insurance underwriters' requirements, and shall be in accordance with the construction plan attached hereto as **Exhibit "B"** and the construction standards attached hereto as **Exhibit B-1** hereof. In the event that there is a conflict between construction standards attached hereto as Exhibit B-1 and the Approved Tenant Plans attached hereto as Exhibit "B", the specifications in the Approved Tenant Plans will control. The Approved Tenant Plans, as approved by Landlord are referred to hereinafter as the "**Tenant's Plans**". The work described in the Tenant's Plans is hereinafter referred to as the "**Tenant Improvements**". Tenant shall, at its sole cost and expense, be responsible for all correspondence with any governmental authorities relating to Tenant's Plans and the Tenant Improvements, including, without limitation, any review of comments from such governmental authorities and any revisions to Tenant's Plans made necessary as a result thereof.

(b) Landlord shall, at its sole cost and expense (but subject to Tenant's Contribution (as hereinafter defined)), and in a good and workmanlike manner, construct the Tenant Improvements in accordance with the Tenant's Plans, reserving the right to: (x) make substitutions of material of equivalent grade and quality when and if any specified material shall not be readily and reasonably available; and (y) make changes necessitated by conditions met during the course of construction (in addition to those permitted in subsection (x) above), provided that Tenant's approval of any substantial or material change shall first be obtained. Within thirty (30) days after receipt of an invoice, Tenant shall pay to Landlord the sum of Twenty Thousand Dollars (\$20,000.00), as Tenant's contribution towards the cost of the Tenant Improvements ("**Tenant's Contribution**").

(c) All changes in the Tenant's Plans shall be subject to the approval of Landlord. If Landlord approves any change in the Tenant's Plans, Landlord shall construct the Tenant Improvements in accordance with such change, and Tenant shall pay any increase in the cost of constructing the Tenant Improvements resulting from such change. Any delay in the date of Substantial Completion (as hereinafter defined) solely by reason of any change in the Tenant's Plans shall be deemed a Tenant Delay under subparagraph (d) of this Section.

(d) Upon Substantial Completion of the Tenant Improvements except for items described in subparagraph (d)(i) below, Landlord shall notify Tenant, and Tenant shall inspect the Demised Premises with Landlord within three (3) business days after Tenant's receipt of Landlord's notice. Upon completion of the inspection, it shall be presumed that all work theretofore performed by or on behalf of Landlord was satisfactorily performed in accordance with, and meeting the requirements of this Lease. The foregoing presumption shall not apply, however: (i) to required work not actually completed by Landlord, which Landlord agrees it shall complete with reasonable speed and diligence and which is identified at the time of the inspection on a list prepared by the construction representatives of Landlord and Tenant, or (ii) to latent defects in such work which could not reasonably have been discovered at the time of the inspection; provided Tenant notifies Landlord of such defects within one hundred twenty (120) days from the date of the inspection. Landlord will correct any defects or deficiencies of which it is notified within the required period with reasonable speed and diligence. Notwithstanding anything to the contrary contained herein, Tenant shall be solely responsible for any defects in the

design of the Tenant Improvements (which is distinguished from any defect in the equipment installed in the Demised Premises, which defect would exist regardless of design for the installation thereof).

(e) The Tenant Improvements shall be deemed to be “**Substantially Completed**” when the following have occurred:

(i) The work shown on the Tenant's Plans has been completed except for the following:

a. Any improvements or work to be performed by Tenant; and

b. Minor or insubstantial details of construction, mechanical adjustments, or finishing touches like plastering or painting, which items shall not adversely affect Tenant's conduct of its ordinary business activities in the Premises; and

c. Items not then completed because of (each, a “**Tenant Delay**”):

1. changes in the Tenant's Plans requested by Tenant; or

2. intentionally deleted; or

3. the performance of any work or activity in the Demised Premises by Tenant or any of its employees, agents or contractors.

(ii) If required under the applicable code or ordinance of the municipality in which the Building is located, the municipality has approved the work completed as part of the Tenant Improvements, or would have approved the same but for any Tenant Delay; and

(iii) Receipt of a certificate of occupancy (or its equivalent), provided, however, Tenant specifically acknowledges that the municipality's issuance of a certificate of occupancy (or similar certificate) may be conditioned upon Tenant's installation of its furniture, cabling or equipment or the completion of any other work or activity in the Demised Premises by Tenant or any of its employees, agents or contractors. In such event, if and to the extent the municipal authority will not issue a certificate of occupancy (or similar certificate) or schedule an inspection of the Demised Premises due to Tenant's failure to install such furniture, cabling or equipment or failure to complete such other work or activity, then the same shall not delay the Commencement Date. Tenant shall reasonably cooperate with Landlord in connection with its efforts to obtain such temporary and permanent certificate of occupancy (or its equivalent).

(f) The date determined in accordance with subparagraph (d) is herein called the date of “**Substantial Completion**”. In the event of any delay as described in subparagraph (d) above, Tenant acknowledges that the Commencement Date and Tenant's obligations to pay rent hereunder may begin before the Tenant Improvements have been completed.

4. DELAY IN POSSESSION. Landlord currently anticipates that the Commencement Date hereunder will occur on or about the Estimated Commencement Date. If the Commencement Date has not occurred by the Estimated Commencement Date because of the holding over or retention of possession of any tenant or occupant, or if any repairs, improvements or decoration of the Demised Premises are not completed, or for any other reason, Landlord shall not be subject to any liability to Tenant. Under such circumstances, the rent reserved and covenanted to be paid herein shall not commence until the Commencement Date, and no such failure to deliver possession shall in any other respect affect the validity of this Lease. Notwithstanding the foregoing, in the event that Landlord is unable to deliver the Demised Premises on or before December 1, 2015, subject to extension for force majeure and delays caused by Tenant, its agents, employees or contractors, in condition as required by the Lease to permit Tenant's lawful occupancy and use of the Demised Premises, Landlord shall either pay to Tenant, or credit against the next installments of Annual Base Rent due hereunder, all actual holdover rent paid by Tenant pursuant to its current lease in the amount of \$102,045.19 per month until the Demised Premises is delivered to Tenant as required hereunder. Upon Landlord's request, Tenant shall deliver a cancelled check to Landlord evidencing the amount paid by Tenant for such holdover rent.

5. RENT.

(a) During the Term, Tenant shall pay to Landlord the Annual Base Rent in the amount set forth in Section 10 of the Fundamental Lease Provisions without the necessity of Landlord issuing an invoice. Such Annual Base Rent shall be payable in equal monthly installments in advance on the first day of each calendar month.

(b) The term "rent" as used in this Lease shall mean the Annual Base Rent, Tenant's Share of Operating Expenses (including, without limitation, Taxes), utilities, and all other additional rent or other sums payable by Tenant to Landlord under this Lease.

(c) The first installment of rent shall be payable on the execution of this Lease and shall be applied to the rent due for the first (1st) month of the Term. If the Term begins on a day other than the first day of a month, rent from such day until the first day of the following month shall be prorated on a per diem basis for each day of such partial month, and the installment of rent paid at execution hereof shall be applied to the rent due for the first full calendar month of the term hereof.

(d) All rent and other sums due to Landlord hereunder shall be payable to Landlord c/o Landlord's Property Manager at the Rent Payment Address specified in Section 12 of the Fundamental Lease Provisions, or to such other party or at such other address as Landlord may designate, from time to time, by written notice to Tenant, without demand and without deduction, set-off or counterclaim (except to the extent demand or notice shall be expressly provided for herein).

(e) If Landlord, at any time or times, shall accept said rent or any other sum due to it hereunder after the same shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as, a waiver of any of Landlord's rights hereunder.

6. SECURITY DEPOSIT. As additional security for the full and prompt performance by Tenant of the terms and covenants of this Lease, Tenant has deposited (or shall deposit simultaneously with the execution of this Lease) with the Landlord the Security Deposit,

which shall not constitute rent for any month (unless so applied by Landlord on account of Tenant's default). Upon a default, and expiration of all applicable notice and cure periods, by Tenant hereunder, Landlord shall have the right to apply so much of the Security Deposit as is necessary to cure such default or pay any expenses (including, without limitation, reasonable attorneys' fees) incurred as a result of such default. Tenant shall, upon demand, restore any portion of said Security Deposit applied by Landlord to the cure of any default by Tenant hereunder. To the extent that Landlord has not applied said sum on account of a default, the Security Deposit shall be returned (without interest) to Tenant within thirty (30) days following the Expiration Date.

7. PAYMENT OF OPERATING EXPENSES.

(a) For and with respect to each calendar year of the Term, Tenant shall pay to Landlord, as additional rent, an amount ("**Tenant's Share**") equal to the product obtained by multiplying Tenant's Fraction by the amount by which Operating Expenses (as hereinafter defined) for such calendar year exceed Operating Expenses for the Base Year (appropriately prorated for any partial calendar year included within the beginning and end of the Term).

(b) As used herein, the following terms shall be defined as hereinafter set forth:

(i) "**Operating Expenses**" shall mean, except as expressly limited by this subparagraph, the actual out of pocket expenses incurred by or on behalf of Landlord in respect of the operation, maintenance and management of the Property and shall include, without limitation: (1) wages, salaries and benefits (and taxes imposed upon employers) with respect to those employed by Landlord for rendering service in the normal operation, cleaning, maintenance, repair and replacement of the Property; (2) costs for the operation, maintenance, repair, redecorating, repainting, and replacement of the Property (including seasonal decorations), including payments to contractors; (3) the cost of steam, electricity, gas, water and sewer and other utilities chargeable to the operation and maintenance of the Property; (4) cost of insurance for the Property including fire and extended coverage, elevator, boiler, sprinkler leakage, water damage, public liability and property damage, environmental liability, plate glass, and rent protection, but excluding any charge for increased premiums due to acts or omissions of other occupants of the Building or because of extra risk which are reimbursed to Landlord by such other occupants; (5) supplies; (6) legal and accounting expenses; (7) Taxes (as hereinafter defined); (8) management expenses, including the cost of office rent, telephone service, postage, office supplies, maintenance and repair of office equipment and similar expenses related to operation of the management and superintendent's office; (9) reserves for repairs and replacements or other deferred payments expenses or regarded as deferred expenses under generally applied real estate practice; and (10) all other costs and expenses incurred by or on behalf of Landlord in connection with the repair, replacement, operation, maintenance, securing, insuring and policing the Property. The term "**Operating Expenses**" shall not include: (1) the cost of any repair or replacement item which, by standard accounting practice, should be capitalized, except that any capital expenses shall be amortized by Landlord over the useful life of such expense and only the annual amortized portion of such expense together with an interest factor equal to the Prime Rate of interest as published from time to time in The Wall Street Journal plus two percent (2%) shall be included in annual Operating Expenses; (2) any charge for depreciation, interest on encumbrances or ground rents paid or incurred by Landlord; (3) any charge for Landlord's income tax, excess profit taxes, franchise taxes or similar taxes on Landlord's business; (4) commissions; (5) costs actually reimbursed by insurance proceeds; and (6) consumption costs of electricity, gas and any other utilities provided to tenant spaces (as

opposed to Common Areas) in the Building to the extent separately charged by Landlord to tenants of the Building.

(ii) "Taxes" shall mean all real estate taxes and assessments, general and special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Property or with respect to the ownership thereof. If, due to a future change in the method of taxation, any franchise, income, profit or other tax, however designated, shall be levied or imposed in substitution in whole or in part for (or in lieu of) any tax which would otherwise be included within the term "Taxes" as defined herein, then the same shall be included in the term "Taxes." Notwithstanding the foregoing, the following items should be excluded from the definition of real estate taxes for purposes of making the calculation: (i) income taxes and comparable taxes imposed on the landlord (as opposed to the real estate), unless such taxes are imposed on the landlord in lieu of (but not in addition to) real estate taxes, as a result of a change in the method of taxation during the lease term; (ii) transfer taxes; (iii) taxes based upon gross receipts, other than any tax on rents; and (iv) interest and penalties for late payment of real estate taxes.

(c) In determining Operating Expenses for any year (including the Base Year), the following adjustments shall be made:

(i) if less than ninety-five percent (95%) of the Building rentable area shall have been occupied by tenants at any time during such year, Operating Expenses shall be deemed for such year to be an amount equal to the like expenses which Landlord reasonably determines would normally be incurred had such occupancy been ninety-five percent (95%) throughout such year;

(ii) if any tenant of the Building supplies itself with a service at any time during such year that Landlord would ordinarily supply without separately charging therefor, then Operating Expenses shall be deemed to include the cost that Landlord would have incurred had Landlord supplied such service to such tenant;

(iii) if, after the first calendar year of the Term, Landlord successfully obtains a reduction in Taxes, then the Base Year Operating Expenses shall thereafter be correspondingly reduced (on a dollars per square foot basis) to the extent of the reduction in Taxes; and

(iv) Commencing on January 1, 2017, and for each calendar year thereafter, Controllable Operating Expenses (as hereinafter defined) shall not increase, in the aggregate and on a cumulative basis, by more than four percent (4%) per annum. As used herein, "Controllable Operating Expenses" shall mean all Operating Expenses other than Taxes, insurance, snow removal costs and utilities (to the extent included in Operating Expenses). The foregoing cap shall apply solely with respect to Controllable Operating Expenses and shall not apply with respect to any other Operating Expenses.

(d) Landlord shall furnish to Tenant as soon as reasonably possible after the beginning of each calendar year of the Term: (i) a statement (the "Expense Statement") setting forth Operating Expenses for the previous calendar year, including Tenant's Share thereof; and (ii) a statement of Landlord's good faith estimate of Operating Expenses, and the amount of Tenant's Share thereof (the "Estimated Share"), for the current calendar year.

(e) Within thirty (30) days after Tenant receives the Expense Statement, Tenant shall pay to Landlord the difference, if positive, between the Tenant's Share of Operating

Expenses for such previous year and the actual payments made by Tenant during such calendar year, or if the actual payments exceed Tenant's Share of Operating Expenses for such previous year, Tenant shall receive a credit against the next payment(s) of Operating Expenses falling due or, if the Lease shall have expired, a refund of such overpayment. Any payment due from Tenant to Landlord on account of Operating Expenses not yet determined as of the Expiration Date shall be made within thirty (30) days after submission to Tenant of the next Expense Statement, which obligation shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, within six (6) months after Landlord furnishes to Tenant its statement of actual Operating Expenses for the prior calendar year, Tenant may, not more than once per calendar year, elect, by at least thirty (30) days written to Landlord, to have an independent certified public accountant audit Landlord's Operating Expenses for such calendar year, with such audit to be at Tenant's expense. Landlord shall make reasonable accommodations to permit Tenant's auditors access to Landlord's books and records concerning such Operating Expenses at Landlord's office during normal business hours, and shall permit such auditors to make and take away copies, at Tenant's sole cost and expense, of all relevant documentation of such Operating Expenses, provided that Tenant keeps all such information strictly confidential. Tenant agrees to deliver to Landlord within thirty days of its receipt by Tenant a copy of the results of such audit. Landlord shall refund directly to Tenant any overpayment determined by the audit report (as finally determined in the event of a dispute) within thirty (30) days of the final determination. Likewise, Tenant shall pay Landlord any underpayment determined by the audit report within thirty (30) days of determination. The audit right referred to above shall be personal to Tenant and may not be exercised by any subtenant of Tenant. If such audit produces a credit to Tenant greater than four percent (4%) of the Operating Expenses paid by Tenant during such period, Landlord shall pay for the reasonable cost of such audit (not to exceed \$3,000.00). Notwithstanding the foregoing, Tenant hereby covenants and agrees that the auditors and any other consultants engaged by Tenant to conduct the audit shall be compensated on an hourly basis and shall not be compensated based upon a percentage of overcharges discovered. Unless Tenant, within one hundred eighty (180) days after any Expense Statement is furnished, shall give notice to Landlord that Tenant disputes said statement, specifying in detail the basis for such dispute, each Expense Statement furnished to Tenant by Landlord under this Section shall be conclusively binding upon Tenant as to the Operating Expenses due from Tenant for the period represented thereby; provided, however, that additional amounts due may be required to be paid by any supplemental statement furnished by Landlord. Pending resolution of any dispute, Tenant shall pay the additional rent in accordance with the Expense Statement furnished by Landlord.

(f) Beginning with the next installment of Annual Base Rent due after delivery of the statement of Tenant's Estimated Share, Tenant shall pay to Landlord, on account of Tenant's Share of Operating Expenses, one twelfth (1/12) of the Estimated Share for the current calendar year multiplied by the number of full or partial calendar months elapsed during the current calendar year up to and including the month payment is made (less any amounts previously paid by Tenant on account of Tenant's Share of Operating Expenses for such period). On the first day of each succeeding month up to the time Tenant shall receive a new statement of Tenant's Estimated Share, Tenant shall pay to Landlord, on account of Tenant's Share of Operating Expenses, one twelfth (1/12) of the then current Estimated Share.

8. UTILITIES SEPARATELY CHARGED TO DEMISED PREMISES.

In addition to the Annual Base Rent and Tenant's Share of Operating Expenses, Tenant shall pay for all utilities (including, without limitation, gas and electricity) that are consumed within the Demised Premises and its share of utilities consumed within the Property. If a submeter is installed, Tenant shall pay for its consumption of such utility based on its metered usage based upon normal and customary rates of utility providers in the area. If no submeter is

installed, Tenant shall pay a pro rata share of any utility charges (based upon normal and customary rates of utility providers in the area) covering the Demised Premises and other areas of the Building serviced by such utility, which pro rata share shall be based on the percentage which the Tenant's RSF bears to the square footage of the areas of the Building serviced by such utility. Tenant shall pay all utility bills within thirty (30) days after receipt by Tenant. Landlord shall have the right, to be exercised by written notice to Tenant, to direct Tenant to contract directly with the utility provider supplying electricity and/or gas to the Building, in which event Tenant shall pay all charges therefor directly to the utility provider. Landlord shall at all times have the exclusive right to select the provider or providers of utility service to the Demised Premises and the Property, and Landlord shall have the right of access to the Demised Premises from time to time to install or remove utility facilities; provided that prior to any such access, Landlord shall first deliver not less than twenty-four hours' notice to Tenant (except in the case of an emergency) and, where possible, shall limit such access to normal business hours. In addition, Landlord shall use commercially reasonable efforts during any access to the Demises Premises to avoid any disturbance to Tenant's use of the Demises Premises or disruption to Tenant's business activities therein.

9. SERVICES. Subject to payment by Tenant of Operating Expenses and utilities as provided in Sections 7 and 8 above, Landlord shall provide or cause to be provided the following services throughout the Term:

(a) Provide water for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord;

(b) Furnish electricity, heat, ventilation and air conditioning to the Demised Premises between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, and 8:00 a.m. through 1:00 p.m. on Saturdays;

(c) Furnish electricity to the Demised Premises for ordinary office purposes, including general lighting and personal computers, provided, however, that Landlord shall have no obligation to supply in excess of eight (8) watts per rentable square foot of the Demised Premises; and

(d) Provide janitorial services in accordance with Landlord's building standard janitorial specifications as described on Exhibit "E" attached hereto. Any and all additional or specialized janitorial service desired by Tenant shall be contracted for by Tenant directly and the cost and payment thereof shall be the sole responsibility of Tenant.

Tenant shall directly reimburse Landlord for any reasonable or industry-standard costs incurred by Landlord in providing any supplemental services requested by Tenant and supplied by Landlord that are not customarily provided by Landlord to other tenants of the Building, said reimbursement to be paid within thirty (30) days after Tenant's receipt of Landlord's invoice therefor. Landlord shall not be responsible for inconsistencies (e.g., excessive heating and/or cooling) in temperature with regard to heat and/or air conditioning to the extent such inconsistencies are caused by excessive heat-producing equipment or improvements made to the Demised Premises by the Tenant which interferes with the venting or distribution of heat or air conditioning in the Demised Premises.

It is understood that Landlord does not warrant that any of the services referred to in this Section will be free from interruption from causes beyond the reasonable control of Landlord. No interruption of service shall ever be deemed an eviction or disturbance of Tenant's use and

possession of the Demised Premises or any part thereof or render Landlord liable to Tenant for damages, permit Tenant to abate rent or otherwise relieve Tenant from performance of Tenant's obligations under this Lease. Notwithstanding the foregoing, if (A) an interruption of an Essential Service (as hereinafter defined) shall occur due to the gross negligence or willful misconduct of Landlord (any such interruption of an Essential Service being hereinafter referred to as a "**Service Interruption**"), and (B) such Service Interruption continues for more than five (5) consecutive business days after Tenant delivers written notice to Landlord of the Service Interruption, and (C) as a result of such Service Interruption, the conduct of Tenant's normal operations in the Demised Premises is materially and adversely affected such that Tenant's employees are unable to conduct normal office operations, then, as Tenant's sole and exclusive remedy, there shall be an abatement of one day's rent for each day during which such Service Interruption continues after such five (5) business day period; provided, however, that if any part of the Demised Premises is reasonably useable for Tenant's normal business operations or if Tenant conducts all or any part of its operations in any portion of the Demised Premises notwithstanding such Service Interruption or if Landlord provides a satisfactory alternative method of said utility, then the amount of each daily abatement of rent shall only be proportionate to the nature and extent of the interruption of Tenant's normal operations or ability to use the Demised Premises. Notwithstanding the foregoing, in no event shall Tenant be entitled to abatement or any other remedy if the interruption of any Essential Service is caused in whole or in part by the negligence or willful misconduct of Tenant, its agents, employees or contractors. Tenant agrees that the rental abatement described herein shall be Tenant's sole remedies in the event of a Service Interruption and Tenant hereby waives any other rights against Landlord, at law or in equity, in connection therewith, including, without limitation, any right to claim an actual or constructive eviction, or to bring an action for money damages. For purposes hereof, the term "**Essential Services**" shall mean water, sewer/septic service, heat or air-conditioning depending on the season, telephone service, internet connectivity, and electricity.

Notwithstanding anything to the contrary contained in this Lease, Landlord reserves the right to impose a reasonable administrative overhead charge whenever Landlord provides or arranges for additional or above-standard services, which charge shall be payable ten (10) days after Tenant's receipt of Landlord's invoice therefore.

10. CARE OF DEMISED PREMISES. Tenant agrees, on behalf of itself, its employees and agents that it shall:

(a) Comply at all times with any and all federal, state and local statutes, regulations, ordinances, and other requirements of any of the constituted public authorities relating to its use, occupancy or alteration of the Demised Premises;

(b) Maintain, repair and replace the interior, nonstructural portions of the Demised Premises in good order and repair as and when needed, and replace all glass broken by Tenant, its agents, employees or invitees with glass of the same quality as that broken, except for glass broken by fire and extended coverage type risks, and commit no waste in the Demised Premises;

(c) Not knowingly overload, damage or deface the Demised Premises or do any act which might make void or voidable any insurance on the Demised Premises or the Building or which may render an increased or extra premium payable for insurance (and without prejudice to any right or remedy of Landlord regarding this subparagraph, Landlord shall have the right to collect from Tenant, upon demand, any such increase or extra premium caused solely by Tenant's unique use of the Demises Premises and not as a result of general office use);

(d) Not make any alteration of or addition to the Demised Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, except for interior, nonstructural alterations of a decorative nature that do not exceed more than \$25,000 in the aggregate. All alterations performed in the Demised Premises by Tenant, whether or not requiring Landlord's consent, shall be performed: (i) at Tenant's sole cost and expense, (ii) by contractors and subcontractors approved in advance in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (iii) in a good and workmanlike manner and in accordance with all applicable laws and ordinances. Tenant shall endeavor that all contracts entered into by Tenant for any repairs or improvements to the Demised Premises contain a provision confirming that any and all such alterations, additions or improvements to be made by Tenant are solely for Tenant's immediate use and benefit and that the alterations, additions or improvements being undertaken are not for Landlord's immediate use and benefit. Within thirty (30) days after receipt of an invoice and backup documentation, Tenant shall reimburse Landlord for its actual third party out-of-pocket costs incurred in connection with Landlord's review of all plans and specifications and final inspection of the work. All alterations to the Demised Premises by Tenant shall be the property of Tenant until the expiration or earlier termination of this Lease. Upon the expiration or earlier termination of this Lease, all such alterations shall remain at the Demised Premises and become the property of Landlord without payment by Landlord therefor. Notwithstanding the foregoing, Landlord, at Landlord's option, shall have the right to require that any or all of such alterations be removed upon the expiration or earlier termination of the Lease by providing written notice thereof to Tenant (which shall be given at the time of Landlord's approval of such alteration if Tenant requests that Landlord make such designation), in which event Tenant, at Tenant's sole cost and expense, shall remove such alterations and repair any resulting damage;

(e) Not install any equipment of any kind whatsoever which might necessitate any changes, replacements or additions to any of the heating, ventilating, air conditioning, electric, sanitary, elevator or other systems serving the Demised Premises or any other portion of the Building, or to any of the services required of Landlord under this Lease, without the prior written approval of Landlord, and in the event such consent is granted, such replacements, changes or additions shall be paid for by Tenant at Tenant's sole cost and expense. At the expiration or earlier termination of this Lease, Tenant shall pay Landlord's cost of restoring such systems to their condition prior to such replacements, changes or additions;

(f) Except as set forth in Section 34 hereof, not place signs on the Demised Premises except for (i) signs located entirely within the Demised Premises and which are not visible from the exterior of the Demised Premises, and (ii) signs on Tenant's entry doors provided that the lettering and text are reasonably approved by Landlord. Landlord shall, at its sole cost and expense, install one (1) directory strip with Tenant's name on the Building's lobby directory and suite signage on the entry door of the Demised Premises;

(g) Not install or authorize the installation of any coin operated vending machine, except for the dispensing of snacks, coffee, and similar items to the employees of Tenant for consumption upon the Demised Premises; and

(h) Observe the rules and regulations annexed hereto as Exhibit "C", as Landlord may from time to time amend the same, for the general safety, comfort and convenience of Landlord, occupants and tenants of the Building; provided that (i) no such amendment materially impact or prohibit Tenant's use and occupancy of the Demised Premises as contemplated by this Lease, and (ii) Landlord uniformly applies and enforce all rules and regulations against all tenants.

11. MECHANIC'S LIEN. Upon the completion of any alterations to the Demised Premises for which a lien could be filed against the Demised Premises or the Building, Tenant shall have its contractor execute and file in the appropriate public office a Release of Mechanics' Lien, in form satisfactory to Landlord, and provide Landlord with an original copy thereof. Tenant shall, within thirty (30) days after notice from Landlord, discharge any mechanics' lien for materials or labor claimed to have been furnished to the Demised Premises on Tenant's behalf (except for work contracted for by Landlord) and shall indemnify and hold harmless Landlord from any and all claims, costs, damages, loss, liabilities and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in connection therewith.

12. REPAIRS AND MAINTENANCE. Landlord shall keep and maintain the Common Areas of the Building clean and in good working order and in a manner and condition that is consistent with a first class office building. Landlord shall further make, or cause to be made, all necessary repairs to the structure and exterior of the Building, as well as to the mechanical, HVAC, electrical and plumbing systems servicing the Building. The cost of the foregoing maintenance and repairs shall be included in Operating Expenses. Notwithstanding the foregoing, all repairs made necessary solely by Tenant's specific use, occupancy or alteration of the Building, or by the negligent acts of Tenant, its agents, employees or invitees, shall be made at the sole cost and expense of Tenant, except to the extent any such repairs are made necessary by Landlord's negligence or willful misconduct, but subject, however, to Section 20 below.

13. SUBLETTING AND ASSIGNING.

(a) Tenant shall not assign this Lease or sublet all or any portion of the Demised Premises, whether voluntarily or by operation of law, without first obtaining Landlord's prior written consent thereto, which consent shall not be unreasonably withheld or delayed, so long as the proposed transferee has a tangible net worth greater than or equal to the tangible net worth of Tenant as of the date of this Lease. Tenant acknowledges that it shall be reasonable for Landlord to withhold its consent if, by way of example and not limitation, the reputation or financial responsibility of a proposed assignee or subtenant is unsatisfactory to Landlord, if such subtenant's or assignee's business is not consonant with that of the other tenants of the Building, if the proposed sublease or assignment is to a tenant of the Building, or if Tenant is in default in the payment or performance of any of its obligations hereunder. In addition, Tenant shall not mortgage, pledge or hypothecate this Lease. Any assignment, sublease, mortgage, pledge or hypothecation in violation of this Section shall be void at the option of Landlord and shall constitute a default hereunder without the opportunity for notice or cure by Tenant.

(b) A transfer or sale by Tenant of a majority of the voting shares, partnership interests or other controlling interests in Tenant shall be deemed an assignment of this Lease by Tenant requiring Landlord's prior written consent pursuant to subparagraph (a) above. Notwithstanding the foregoing, so long as Tenant is not in default under this Lease, upon thirty (30) days prior written notice to Landlord, Tenant shall have the right, without Landlord's consent, to sublet all or a portion of the Demised Premises or to assign this Lease to any entity which is an Affiliate of Tenant, provided such Affiliate agrees in writing to assume all of the obligations of Tenant hereunder. As used herein, "Affiliate" shall mean any entity that directly owns more than fifty percent (50%) of the voting shares, partnership interests or other controlling interests in Tenant.

(c) Notwithstanding the foregoing, any such subletting or assignment (whether or not requiring Landlord's consent) shall not in any way relieve or release Tenant from liability for the payment and performance of all obligations under this Lease. Furthermore, no

assignment will be valid unless the assignee shall execute and deliver to Landlord an assumption of liability agreement in form satisfactory to Landlord, including an assumption by the assignee of all of the obligations of Tenant and the assignee's ratification of and agreement to be bound by all the provisions of this Lease; and no subletting will be valid unless Tenant and the subtenant have executed and delivered to Landlord a sublease agreement pursuant to which such subtenant agrees to be bound by the terms of this Lease.

(d) Tenant shall pay to Landlord, as additional rent hereunder, fifty percent (50%) of all subrents or other sums or economic consideration received by Tenant (after deducting Tenant's reasonable costs of reletting), whether denominated as rentals or otherwise, in excess of the monthly sums which Tenant is required to pay under this Lease.

(e) In the event that Tenant requests (the "**Request Notice**") that Landlord consent to sublease or license (each, a "**Transfer**") of all of the Demised Premises for the entire remaining then current Term, in lieu of approving or disapproving such Transfer, Landlord shall have the right and option (the "**Recapture Option**"), exercisable by Landlord giving Tenant written notice within thirty (30) days after Landlord's receipt of the Request Notice, of terminating the Lease with respect to the Demised Premises. If Landlord elects to exercise such Recapture Option as to the Demised Premises, the Lease shall terminate effective on the sixtieth (60th) day after the date of Landlord's written notice of Landlord's exercise thereof, whereupon the Annual Base Rent shall be adjusted as of the date of such termination and the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Demised Premises to the Landlord, except for items which have been theretofore accrued and are then unpaid; provided, however, Tenant shall have the right to negate Landlord's termination by withdrawing its Request Notice within ten (10) days after receipt of Landlord's termination notice. The Recapture Option shall not be exhausted by any one exercise thereof by Landlord but shall be exercisable from time to time and as often as there is such Transfer. The Recapture Option may be exercised by any assignee of Landlord's right, title and interest in the Lease or any other person which at the time of the Request Notice is Landlord under the Lease. If after receipt of the Request Notice, Landlord requests additional or further information which Landlord reasonably requires to consider a Transfer, Tenant shall deliver such information to Landlord upon Landlord's request therefor and the period for Landlord to exercise the Recapture Option shall be extended by the number of days between Landlord's request for Landlord's receipt of such additional or further information.

14. FIRE OR CASUALTY. In the event that the whole or a substantial part of the Building or the Demised Premises is damaged or destroyed by fire or other casualty, then, within thirty (30) days after the date that Landlord receives notice of such fire or other casualty, Landlord shall provide written notice to Tenant as to whether Landlord intends to repair or rebuild and the estimated time period for the completion thereof. In the event that Landlord's notice provides that the repairs to the Demised Premises shall require more than two hundred seventy (270) days to complete, then Tenant shall have the right to terminate this Lease by providing written notice thereof to Landlord within thirty days (30) after receipt of Landlord's notice. In the event that Landlord elects to repair or rebuild (and Tenant does not have the right to, or has elected not to, terminate this Lease in accordance with the foregoing sentence), Landlord shall thereupon cause the damage (excepting, however, Tenant's furniture, fixtures, equipment and other personal property in, and all alterations and improvements performed by Tenant to, the Demised Premises, which shall be Tenant's responsibility to restore) to be repaired with reasonable speed, subject to delays, which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord. In the event the damage shall be so extensive that Landlord shall decide not to repair or rebuild, or if any

mortgagee, having the right to do so, shall direct that the insurance proceeds are to be applied to reduce the mortgage debt rather than to the repair of such damage, this Lease shall, at the option of Landlord, be terminated effective as of the date of casualty. To the extent and for the time that the Demised Premises are rendered untenable on account of fire or other casualty, the rent shall proportionately abate. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease if Landlord has not commenced repair of the damage within sixty (60) days after the date of the damage (subject to extension for force majeure events and delays caused by Tenant, its agents, employees or contractors) or completed such repairs within three hundred (300) days after the date of the damage (subject to extension for force majeure events and delays caused by Tenant, its agents, employees or contractors), by giving written notice to Landlord prior to, as applicable, commencement or completion of such repairs.

15. EMINENT DOMAIN. If the whole or a substantial part of the Building is taken or condemned for a public or quasi public use under any statute or by right of eminent domain by any competent authority or sold in lieu of such taking or condemnation, such that in the opinion of Landlord the Building is not economically operable as before without substantial alteration or reconstruction, this Lease shall automatically terminate on the date that the right to possession shall vest in the condemning authority (the "Taking Date"), with rent being adjusted to said Taking Date, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have no claim against Landlord and no claim or right to any portion of any amount that may be awarded as damages or paid as a result of any taking, condemnation or purchase in lieu thereof; all rights of Tenant thereto are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of any separate award for moving expenses, business dislocation damages or for any other award which would not reduce the award payable to Landlord. If any part of the Demised Premises is so taken or condemned and this Lease is not terminated in accordance with the foregoing provisions of this Section, this Lease shall automatically terminate as to the portion of the Demised Premises so taken or condemned, as of the Taking Date, and this Lease shall continue in full force as to the remainder of the Demised Premises, with rent abating only to the extent of the Demised Premises so taken or condemned; provided, however, that if the remaining portion of the Demised Premises is no longer suitable for the Permitted Use (in Tenant's reasonable determination), then Tenant shall have the right to terminate this Lease by providing written notice thereof to Landlord within thirty (30) days after the Taking Date.

16. INSOLVENCY. (a) The appointment of a receiver or trustee to take possession of all or a portion of the assets of Tenant, or (b) an assignment by Tenant for the benefit of creditors, or (c) the institution by or against Tenant of any proceedings for bankruptcy or reorganization under any state or federal law (unless in the case of involuntary proceedings, the same shall be dismissed within sixty (60) days after institution), or (d) any execution issued against Tenant which is not stayed or discharged within thirty (30) days after issuance of any execution sale of the assets of Tenant, shall constitute a breach of this Lease by Tenant. Landlord in the event of such a breach, shall have, without need of further notice, the rights enumerated in Section 17 herein.

17. DEFAULT.

(a) If (i) Tenant shall fail to pay rent or any other sum payable to Landlord hereunder when due, and such failure continues for a period of five (5) business days after Tenant's receipt of written notice from Landlord (provided, however, that Landlord shall not be obligated to provide the foregoing written notice of default to Tenant more than two (2) times in any twelve (12) month period and an immediate event of default shall occur upon the third (3rd))

(and each subsequent) such failure of Tenant to pay rent or any other sum payable to Landlord hereunder when due in such twelve (12)-month period); (ii) Tenant vacates or abandons all or a substantial portion of the Demised Premises, except that Tenant's vacating of the Demised Premises shall not constitute an event of default if Tenant provides written notice thereof to Landlord at least fifteen (15) days prior to vacating the Demised Premises; (iii) Tenant sublets the Demised Premises or assigns this Lease in violation of the provisions of Section 13 hereof and fails to cure the same within ten (10) days after receipt of written notice thereof; (v) Tenant fails to maintain the insurance required pursuant to Section 19 hereof or (ii) Tenant fails to perform or observe any of the other covenants, terms or conditions contained in this Lease and such failure continues for more than thirty (30) days after written notice thereof from Landlord (or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure, but in any event within sixty (60) days after written notice thereof by Landlord); then and in any of said cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter:

(i) declare to be immediately due and payable, a sum equal to the all rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election plus an accelerated amount equal to the lesser of: (1) twenty-four months of rent calculated commencing on the date of election for a period of twenty-four consecutive months or (2) the rent due for the then remaining Term of the Lease;

(ii) terminate this Lease upon written notice to Tenant and, on the date specified in said notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Demised Premises to Landlord in the condition elsewhere herein required, and Tenant shall remain liable to Landlord as hereinafter provided; and/or

(iii) enter upon and repossess the Demised Premises, by any lawful means, and dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, without being liable to Tenant for prosecution or damages therefor, and Tenant shall remain liable to Landlord as hereinafter provided.

(b) Intentionally Omitted.

(c) In any case in which Landlord shall have entered upon and repossessed the Demised Premises, Landlord shall use reasonable efforts to relet all or any portion of the Demised Premises for and upon such terms as Landlord, in its sole discretion, shall determine; provided, however, in satisfying its responsibility to use reasonable efforts to mitigate its damages, in no event shall Landlord be obligated to (1) solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including the final and unappealable legal right to re-let the Premises free of any claim of Tenant for possession, (2) lease the Premises to a substitute tenant for a rental substantially less than the then current fair market rental then prevailing for similar uses in comparable commercial buildings in the same market area as the Property; (3) lease the Premises to a proposed substitute tenant whose use would violate any restriction, covenant or requirement binding upon Landlord or the Property; or (4) lease to a proposed substitute tenant who does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to operate the Premises in a first class manner. Landlord need not consider any proposed tenant offered by Tenant in connection with such reletting. For the purpose of such reletting, Landlord

may decorate or make reasonable repairs, changes, alterations or additions to the Demised Premises to the extent deemed desirable or convenient by Landlord. All costs of reletting, including, without limitation, the cost of such repairs, changes, alterations and additions, brokerage commissions and legal fees, shall be charged to and be payable by Tenant as additional rent hereunder. Any sums collected by Landlord from any new tenant shall be credited against the balance of the Annual Base Rent and additional rent due hereunder as aforesaid.

(d) Landlord shall in no event be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due upon a reletting.

(e) Following an event of default, Tenant shall pay within thirty (30) days of Landlord's invoice, all of Landlord's reasonable and actual costs, charges and expenses, including the fees and out of pocket expenses of counsel, agents and others retained by Landlord, actually incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

(f) Landlord shall have the right to confess judgment against Tenant pursuant to Section 44 below.

(g) Tenant hereby waives all errors and defects of a procedural nature in any proceedings brought against it by Landlord under this Lease. Tenant further waives the right to any notices to quit as may be specified by applicable law, and agrees that five (5) days notice shall be sufficient in any case where a longer period may be statutorily specified.

(h) If rent or any other sum due from Tenant to Landlord shall be overdue for more than five (5) days from the date when due, Tenant shall pay a service and handling charge equal to 5% of the total payment then due for each thirty (30) day period and the payment shall compound every thirty (30) days (i.e. there shall be a 5% charge for the total unpaid balance due each thirty days).

(i) All remedies available to Landlord hereunder and at law and in equity shall be cumulative and concurrent. No termination of this Lease nor taking or recovering possession of the Demised Premises shall deprive Landlord of any remedies or actions against Tenant for rent, for charges or for damages for the breach of any covenant, agreement or condition herein contained, nor shall the bringing of any such action for rent, charges or breach of covenant, agreement or condition, nor the resort to any other remedy or right for the recovery of rent, charges or damages for such breach be construed as a waiver or release of the right to insist upon the forfeiture and to obtain possession. No reentering or taking possession of the Demised Premises, or making of repairs, alterations or improvements thereto, or reletting thereof, shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such election to terminate is given by Landlord to Tenant.

(j) No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy allowed for the violation of such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a

suit or after final judgment for possession of the Demised Premises, Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, suit or judgment. The receipt by Landlord of a lesser amount than the Annual Base Rent or any additional rent due shall not be construed to be other than a payment on account of the Annual Base Rent or additional rent then due, and any statement on Tenant's check or any letter accompanying Tenant's check to the contrary shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Annual Base Rent or additional rent due or to pursue any other remedies provided in this Lease or otherwise.

18. LANDLORD'S RIGHT TO CURE. Landlord may (but shall not be obligated), to cure on behalf of Tenant any default hereunder by Tenant beyond applicable notice and cure periods (except that no notice or cure period need be given in case of emergency), and the cost of such cure (including any attorneys' fees incurred) shall be deemed additional rent payable upon demand

19. INSURANCE. Tenant shall at all times during the Term, including any renewal or extension thereof, at Tenant's sole cost and expense, maintain in full force and effect with respect to the Demised Premises and Tenant's use thereof from insurance companies reasonably acceptable to Landlord: (i) commercial general liability insurance, covering injury to person and property in amounts at least equal to Two Million Dollars (\$2,000,000) per occurrence and annual aggregate limit for bodily injury and One Million Dollars (\$1,000,000) per occurrence and annual aggregate limit for property damage, with increases in such limits as Landlord may from time to time reasonably request, and (ii) all risk or fire and extended coverage insurance upon all furniture, trade fixtures, equipment and other personal property in, and all alterations and improvements performed by Tenant to, the Demised Premises for the full replacement value of the same. All liability insurance policies shall name Landlord and at Landlord's request any mortgagee of all or any portion of the Property as additional insureds. Tenant shall deliver to Landlord certificates of such insurance at or prior to the Commencement Date, together with evidence of paid up premiums, and shall deliver to Landlord renewals thereof at least thirty (30) days prior to expiration. All such policies and certificates shall provide that such insurance coverage may not be cancelled or materially amended unless Landlord and any mortgagee designated by Landlord as aforesaid are given at least thirty (30) days prior written notice of the same.

20. WAIVER OF SUBROGATION. Each party hereto hereby waives any and every claim which arises or which may arise in its favor against the other party hereto during the Term, including any extension or renewal thereof, for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is covered, or required hereunder to be covered, under an insurance policy or policies. Each party shall cause its insurers to issue policies containing such provisions.

21. LIABILITY.

(a) Subject to Section 20 of this Lease, Landlord, its agents and employees shall not be liable to Tenant, and Tenant hereby releases Landlord, its agents and employees, for any loss of life, personal injury or damage to property in the Demised Premises from any cause whatsoever unless such loss, injury or damage is the result of the negligence or willful misconduct of Landlord, its agents or employees. Tenant shall and does hereby indemnify and hold Landlord, its agents and employees harmless from and against any and all claims, actions, damages, liability and expenses (including reasonable attorney's fees) in connection with any loss

of life, personal injury or damage to property in or about the Demised Premises or arising out of the use or occupancy of the Demised Premises by Tenant, its agents, employees, invitees or contractors, or to the extent arising out of the negligence or willful misconduct of Tenant, its agents, employees, invitees or contractors, except to the extent such loss, injury or damage was caused by the negligence or willful misconduct of Landlord, its agents or employees. Tenant's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

(b) Subject to Section 20 of this Lease, Landlord shall and does hereby indemnify and hold Tenant, its agents and employees harmless from and against any and all claims, actions, damages, liability and expenses (including reasonable attorney's fees) in connection with any loss of life, personal injury or damage to property in or about the Property to the extent arising out of the negligence or willful misconduct of Landlord, its agents, employees, or contractors, except to the extent such loss, injury or damage was caused by the negligence or willful misconduct of Tenant, its agents or employees. Landlord's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

22. ENVIRONMENTAL MATTERS.

(a) Tenant shall conduct, and cause to be conducted, all operations and activity at the Demised Premises in compliance with, and shall in all other respects applicable to the Demised Premises comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and other requirements, and all present and future requirements of common law, concerning the environment (hereinafter collectively called "**Environmental Statutes**") including, without limitation, (i) those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or presence of any material, substance, liquid, effluent or product, including, without limitation, hazardous substances, hazardous waste or hazardous materials, (ii) those concerning conditions at, below or above the surface of the ground and (iii) those concerning conditions in, at or outside the Building.

(b) Tenant, its agents, employees, contractors and invitees shall not cause or suffer or permit to occur in, on or under the Demised Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence or handling of hazardous substances, hazardous wastes or hazardous materials (as such terms are now or hereafter defined under any Environmental Statute) or any other material, substance, liquid, effluent or product now or hereafter regulated by any Environmental Statute (all of the foregoing herein collectively called "**Hazardous Substances**"), except that construction materials (other than asbestos or polychlorinated biphenyls), office equipment, fuel and similar products (if contained in vehicles) and cleaning solutions, and other maintenance materials that are or contain Hazardous Substances may be used, generated, handled or stored on the Demised Premises, provided such is incident to and reasonably necessary for the operation and maintenance of the Demised Premises for the Permitted Use and is in compliance with all Environmental Statutes and all other applicable governmental requirements. Should Tenant, its agents, employees, contractors or invitees cause any release of Hazardous Substances at the Demised Premises, Tenant shall immediately notify Landlord in writing and immediately contain, remove and dispose of, such Hazardous Substances and any material that was contaminated by the release and to remedy and mitigate all threats to human health or the environment relating to such release. When conducting any such measures the Tenant shall comply with all Environmental Statutes.

(c) Tenant hereby agrees to indemnify and to hold harmless Landlord, its agents and employees, of, from and against any and all expense, loss or liability suffered by Landlord by reason of Tenant's breach of any of the provisions of this Section, including, but not limited to, (i) intentionally omitted, (ii) any and all costs that Landlord, its agents and employees may incur in studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the release of any Hazardous Substance or waste at or from the Demised Premises to the extent caused by Tenant, (iii) any and all costs for which Landlord, its agents and employees may be liable to any governmental agency for studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the release of a Hazardous Substance or waste at or from the Demised Premises to the extent caused by Tenant, (iv) any and all fines or penalties assessed, or threatened to be assessed, upon Landlord, its agents and employees by reason of a failure of Tenant to comply with any obligations, covenants or conditions set forth in this Section, and (v) any and all legal fees and costs incurred by Landlord, its agents and employees in connection with any of the foregoing.

(d) Tenant's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

(e) Landlord represents to Tenant that, to its actual knowledge as of the date hereof and except as set forth in that certain Phase I Environmental Site Assessment dated July 15, 2013, and prepared by Environmental Consulting, Inc (the "**Environmental Report**"), there are no Hazardous Substances located at the Property in violation of Environmental Statutes. Tenant acknowledges receipt of the Environmental Report.

(f) Except the extent exacerbated by Tenant or its agents, employees or contractors, Landlord shall indemnify and defend Tenant against, and protect and hold Tenant harmless from all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and disbursements and consultants' fees and disbursements, investigation and laboratory fees, court costs and litigation expenses), resulting from or arising out of the violation or alleged violation of any Environmental Statutes or the existence of Hazardous Substances in, on or under the Building, which is caused by Landlord. This indemnity shall include, without limitation, (i) any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including, without limitation, sickness, disease or death), tangible property damage, nuisance, pollution, contamination, leak, spill, release or other effect on the environment, and (ii) the cost of any required or necessary investigation, repair, clean-up, treatment or detoxification of the Building, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Building, all to the extent caused by Landlord

(g) Landlord's and Tenant's obligations under this Section 22 shall survive the expiration or earlier termination of this Lease.

23. SUBORDINATION. This Lease is and shall be subject and subordinate to all the terms and conditions of all underlying mortgages and to all ground or underlying leases of the Property which may now or hereafter encumber the Building and/or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary. Notwithstanding the automatic subordination of this Lease, Tenant shall execute, within five (5) days after request, any certificate that Landlord may reasonably require acknowledging such subordination. If Landlord has attached to this Lease, or subsequently delivers to Tenant, a form of subordination

agreement required by a mortgagee of the Property, Tenant shall execute and return the same to Landlord within five (5) days after receipt thereof by Tenant. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case this Lease shall continue in full force and effect at the option of the party holding the superior lien, and Tenant shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding anything to the contrary contained herein and upon Tenant's request, Landlord shall use its reasonable efforts to obtain from each mortgagee holding a mortgage encumbering the Demised Premises as of the date hereof, such mortgagee's standard form of subordination, non-disturbance and attornment agreement for the benefit of Tenant; provided, however, that in the event a monetary fee is a precondition of the holder of said mortgage to obtaining said agreement, Tenant shall pay this fee prior to Landlord requesting said agreement.

24. ESTOPPEL STATEMENT. Tenant shall from time to time, within ten (10) days after request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications), the dates to which rent and other charges have been paid, and whether or not, to the best of Tenant's knowledge, Landlord is in default or whether Tenant has any claims or demands against Landlord (and, if so, the default, claim and/or demand shall be specified), and such other information reasonably requested by Landlord.

25. RESERVATION OF LANDLORD'S RIGHTS. Notwithstanding anything to the contrary contained herein, Landlord explicitly reserves, without limitation, the following rights, each of which Landlord may exercise without liability to Tenant, 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 Demised Premises and shall not give rise to any claim for setoff or abatement of rent or any other claim or otherwise affect any of Tenant's obligations hereunder:

(a) to decorate or make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Property, including the Building and the Common Areas, and during the continuance of such work, to temporarily close doors, entrance ways, corridors or any other public areas of the Building, or to temporarily suspend services or the use of facilities, so long as the Demised Premises are reasonably accessible and usable;

(b) to regulate delivery of supplies and the usage of loading docks, receiving areas and freight elevators, if any;

(c) to enter the Demised Premises at reasonable times and upon reasonable notice (not less than twenty-four (24) hours prior notice, except in the case of an emergency) to inspect the Demised Premises and to make repairs, alterations or improvements, provided that Landlord shall use reasonable efforts to avoid material interference to the conduct of Tenant's business operations therein;

(d) to erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Demised Premises in reasonable locations, provided that Landlord shall use reasonable efforts to avoid material interference to the conduct of Tenant's business operations therein; and

(e) upon at least twenty-four (24) hours' notice to Tenant, to show the

Demised Premises to prospective mortgagees and purchasers and, during the six (6) months prior to expiration of the Term, to prospective tenants.

26. EXPIRATION OF TERM; HOLDING OVER. Upon or prior to the expiration or earlier termination of this Lease, Tenant shall remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Demised Premises to Landlord peaceably and quietly in as good order and condition as existed at the inception of the Term, reasonable use and wear thereof, damage from fire and extended coverage type risks, and repairs which are Landlord's obligation excepted. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Tenant. Should Tenant continue to occupy the Demised Premises after the expiration of the Term, including any renewal or renewals thereof, or after a forfeiture incurred, such tenancy shall (without limitation of any of Landlord's rights or remedies therefor) be one at sufferance at a minimum monthly rental equal to one hundred fifty percent (150%) of the rent payable for the last month of the Term.

27. COMMUNICATION AND COMPUTER LINES. Tenant may install, maintain, replace, remove or use any communications or computer wires, cables, and related devices (collectively, the "Lines") at the Building in or serving the Demised Premises, provided: (i) Tenant shall obtain Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), use an experienced and qualified contractor approved in writing by Landlord, (ii) any such installation, maintenance, replacement, removal or use shall comply with all governmental requirements applicable thereto and good work practices including, but not limited to, the National Electrical Code and all requirements of the National Fire Protection Agency and Underwriters Laboratories and shall not interfere with the use of any then existing Lines at the Building, and (iii) Tenant shall pay all costs in connection therewith, and Landlord reserves the right to require that Tenant remove any Lines located in or serving the Demised Premises which are installed in violation of these provisions, or which are at any time in violation of any governmental requirements or represent a dangerous or potentially dangerous condition (whether such Lines were installed by Tenant or any other party), within three (3) days after written notice.

28. SECURITY INTEREST. Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and inventory and other personal property of Tenant situate in the Demised Premises. Notwithstanding the foregoing, provided that Tenant is not in default in the performance of any of its obligations under this Lease and no circumstance exists which, with the giving of notice or passage of time would constitute a default under this Lease, then, following Tenant's request, Landlord shall execute and deliver a subordination, in form and substance satisfactory to Landlord (in its reasonable discretion), of Landlord's right and lien to any removable fixtures, goods, wares, furniture, inventory and other personal property paid for, and installed by, Tenant in the Demised Premises to enable Tenant to secure financing of such removable fixtures, goods, wares, furniture, inventory and other personal property.

29. FINANCIAL STATEMENTS. Upon the request of any mortgagee, prospective mortgagee or prospective purchaser of the Property, Tenant shall provide to Landlord complete copies of Tenant's latest annual financial statements and such other information as may be reasonably requested by such mortgagee and/or purchaser.

30. RENT, USE AND OCCUPANCY TAX. If, during the Term, including any renewal or extension thereof, any tax is imposed upon the privilege of renting or occupying the Demised Premises, Tenant's use of the Demised Premises, or upon the amount of rentals collected therefor, Tenant will pay each month, as additional rent, a sum equal to such tax or charge that is imposed for such month, but nothing herein shall be taken to require Tenant to pay any income, estate, inheritance or franchise tax imposed upon Landlord.

31. QUIET ENJOYMENT. Tenant, upon paying the rent, and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

32. NOTICES. All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested, by Federal Express or other overnight express delivery service or by hand delivery against written receipt or signed proof of delivery, to the respective Notice Addresses set forth in Section 8 of the Fundamental Lease Provisions, and to such other person and address as each party may from time to time designate in writing to the other. Notices shall be deemed to have been received on the date delivered when sent by hand delivery, the next day when sent by Federal Express or other overnight express delivery service, and within two (2) business days when sent by registered or certified mail.

33. PARKING. Landlord shall provide Tenant, throughout the Term, with the use of up to 4.32 parking spaces per 1,000 rentable square feet of the Demised Premises, of which five (5) parking spaces shall be reserved for Tenant's exclusive use and the balance of such parking spaces shall be non-reserved. The reserved parking spaces shall be located in an area as shown on **Exhibit "F"** attached hereto and the non reserved parking spaces shall be located in the general parking area at the Building. Landlord shall designate such reserved parking spaces for Tenant's visitors, provided that Landlord shall no further obligation to enforce Tenant's exclusive right to use said parking spaces, except that if Tenant notifies Landlord of any violating vehicles, (i) Landlord shall use reasonable efforts to locate the owner of the vehicle and cause such owner to remove such vehicle, and (ii) if such vehicle is not removed within one (1) business day after notice is received by Landlord, then Landlord shall, at Tenant's request and Tenant's sole cost, have such vehicle towed, provided that Tenant hereby indemnifies, defends and holds Landlord harmless from and against any liability incurred by Landlord in connection therewith.

34. SIGNAGE. Subject to applicable laws, codes and ordinances, so long as Tenant occupies and utilizes all of the Demised Premises for the Permitted Use (the "**Exterior Sign Condition**"), Tenant shall have the right, at Tenant's sole cost and expense, to install and maintain (i) one identification sign with Tenant's name on the exterior of the Building in a location approved by Landlord in writing (with such approval not to be unreasonably withheld, conditioned or delayed), and (ii) a panel on the monument sign located at the Property, in a position approved by Landlord in writing (the "**Exterior Signs**"), subject to the following terms and conditions: (i) the size, location and illumination of the Exterior Signs shall be subject to Landlord's prior written approval; (ii) prior to the installation of the Exterior Signs, Tenant shall deliver to Landlord complete plans for the installation of such Exterior Signs for Landlord's review and prior written approval; (iii) prior to the installation the Exterior Signs, Tenant shall obtain all required municipal and other governmental approvals and any other approvals required therefor and shall submit copies of the same to Landlord; (iv) Tenant shall repair all damage to the Building and/or the Property caused by the installation of the Exterior Signs; (v) Tenant shall repair and maintain the Exterior Signs in good condition and in accordance with all applicable

laws and requirements throughout the Term; (vi) if the Exterior Signs are illuminated, Tenant shall be solely responsible for all utility costs (including, but not limited to, the installation and consumption costs) for the Exterior Signs; and (vii) upon the expiration or earlier termination of this Lease, or sooner if the Exterior Sign Condition is no longer met, Tenant shall remove the Exterior Signs and shall repair all damage occasioned thereby, which obligation shall survive the expiration or earlier termination of this Lease. In the event that the Exterior Signs are not so removed or any damage caused by the removal is not so restored, Landlord may remove and dispose of the Exterior Signs, and/or repair such damage, as Landlord determines in its sole discretion, the cost of such removal, disposal and repair to be charged to Tenant.

35. RENEWAL OPTION. Tenant shall have the option to extend the Term for two (2) additional periods of five (5) years each (each, a “**Renewal Option**”), under and subject to the following terms and conditions:

(a) Each renewal term (each, a “**Renewal Term**”) shall be for a five (5) year period commencing on the day immediately following the expiration date of the then current Term and expiring at midnight on the day immediately preceding the fifth (5th) anniversary thereof.

(b) Tenant must exercise each Renewal Option, if at all, by written notice to Landlord delivered at least nine (9) months prior to the expiration of the then current Term of this Lease, time being of the essence.

(c) As a condition to Tenant’s exercise of each Renewal Option, at the time Tenant delivers its notice of election to exercise the Renewal Option to Landlord, this Lease shall be in full force and effect, Tenant shall not have assigned this Lease or sublet the Demised Premises (except for an assignment or sublease to an Affiliate), and Tenant shall not be in default (beyond all notice and cure periods) in the performance of any of its obligations hereunder.

(d) Each Renewal Term shall be on the same terms and conditions contained in this Lease, except that (i) the Annual Base Rent shall be the Fair Market Rental Rate (as hereinafter defined) for the Demised Premises, but in no event less than the Annual Base Rent payable during the year immediately preceding the applicable Renewal Term, and (ii) Tenant shall not be entitled to any allowances or other concessions with respect to the Renewal Term.

(e) Except for the specific Renewal Options set forth above, there shall be no further privilege of renewal.

(f) As used herein, the “**Fair Market Rental Rate**” shall mean the per square foot base rental rate, including annual escalations, then being charged by Landlord for comparable space in the Building for new leases commencing on or about the commencement of the Renewal Term for similar uses and similar lengths of time, subject to reasonable adjustments for comparable space on more or less desirable floors or areas of the Building. Such rates shall be determined taking into account all relevant factors (including, but not limited to, size of space, age, location and quality of building, length of term, and tenant improvement allowances, and rent concessions payable or not payable by Landlord in connection with the extension). Landlord shall determine the Fair Market Rental Rate using its good faith judgment and shall provide written notice of such rate within fifteen (15) business days after Tenant’s exercise notice pursuant to this Section. Tenant shall thereupon have the following options: (i) to accept such proposed Fair Market Rental Rate, (ii) to reject such proposed Fair Market Rental Rate and to elect to submit the same to arbitration as set forth below, or (iii) to decline to exercise the

applicable Renewal Option. Tenant must provide Landlord with written notification of its election within fifteen (15) business days after Tenant's receipt of Landlord's notice, otherwise Tenant shall be deemed to have elected to decline to exercise the applicable Renewal Option, in which event Tenant shall be deemed to not have exercised its Renewal Option and this Lease shall expire on the Expiration Date.

If the Tenant timely elects to have the Fair Market Rental Rate determined by any arbitration procedure, then Tenant shall so timely notify Landlord as aforesaid ("**Tenant's Dispute Notice**") and Tenant's Dispute Notice shall contain Tenant's determination of the Fair Market Rental Rate and back-up evidence in connection therewith. Landlord and Tenant shall then negotiate to resolve their disagreement as to the Fair Market Rental Rate. If the parties are unable to agree to a Fair Market Rental Rate within thirty (30) days after Landlord's receipt of Tenant's Dispute Notice, the determination of the Fair Market Rental Rate shall be made by a panel of three (3) independent M.A.I. appraisers or real estate brokers, with at least ten (10) years experience in the Plymouth Meeting/Blue Bell market area, one appraiser/broker to be selected by Tenant, the second appraiser/broker to be selected by Landlord, and the third appraiser/broker to be selected by joint agreement of the two appointed appraisers/brokers (the "panel of appraisers"), which selection of appraisers/brokers shall be completed within thirty (30) days. If either party fails to select an appraiser/broker within said thirty (30) day period, the decision of the other party's appraiser/broker shall be final and conclusive. Within thirty (30) days after the selection of the panel of appraisers, such panel shall select by majority decision either the Landlord's or the Tenant's determination of the Fair Market Rental Rate that is delivered to such panel of appraisers within ten (10) days after the final selection of the panel of appraisers, which decision shall be binding upon Landlord and Tenant. Landlord and Tenant shall separately pay any fees and expenses of any separate counsel and witnesses selected by them and each party's own appraiser/broker, and shall divide equally the fees and expenses charged by the third independent appraiser/broker.

36. MISCELLANEOUS.

(a) Tenant represents and warrants to Landlord that Tenant has dealt with no broker, agent or other intermediary in connection with this Lease other than Landlord's Broker and Tenant's Broker, if any, specified in Section 13 of the Fundamental Lease Provisions, and that insofar as Tenant knows, no other broker, agent or other intermediary negotiated this Lease or introduced Tenant to Landlord or brought the Building to Tenant's attention for the lease of space therein. Tenant agrees to indemnify, defend and hold Landlord and its partners, employees, agents, their officers and partners, harmless from and against any claims made by any broker, agent or other intermediary other than Landlord's Broker or, if applicable, Tenant's Broker, with respect to a claim for broker's commission or fee or similar compensation brought by any person in connection with this Lease, provided that Landlord has not in fact retained such broker, agent or other intermediary. Landlord agrees to pay all commissions payable to Landlord's Broker pursuant to a separate agreement between Landlord and Landlord's Broker. If any Tenant's Broker is specified in Section 13 of the Fundamental Lease Provisions, Landlord's Broker shall pay Tenant's Broker a co-brokerage commission pursuant to a separate agreement between Landlord's Broker and Tenant's Broker.

(b) The term "Tenant" as used in this Lease shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, limited liability companies, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. This Lease shall not inure to the benefit of any assignee, transferee or successor

of Tenant except in accordance with the provisions of Section 13 of this Lease. Subject to the foregoing limitation, each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant, its successors and assigns.

(c) The term "Landlord" as used in this Lease means the fee owner of the Building or, if different, the party holding and exercising the right, as against all others (except space tenants of the Building) to possession of the entire Building. In the event of the voluntary transfer of such ownership or right to a successor in interest of Landlord, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue (and, as to any unapplied portion of Tenant's security deposit, Landlord shall be relieved of all liability therefor upon transfer of such portion to its successor in interest) and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of the Landlord hereunder (either in terms of ownership or possessory rights). The successor in interest shall not (i) be liable for any previous act or omission of a prior landlord; (ii) be subject to any rental offsets or defenses against a prior landlord; (iii) be bound by any payment by Tenant of rent in advance in excess of one (1) month's rent; or (iv) be liable for any security not actually received by it. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Landlord.

(d) Notwithstanding anything to the contrary contained in this Lease, it is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord or its partners, shareholders or trustees, or any of their respective partners, shareholders or trustees, and any liability for damage or breach or nonperformance by Landlord, its agents or employees or for the negligence of Landlord, its agents or employees, shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by, nor at any time may be asserted against, Landlord or its partners, shareholders or trustees or any of its or their partners, shareholders, trustees, officers, agents, employees, legal representatives, successors or assigns, if any; all such liability, if any, being expressly waived and released by Tenant. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant for any consequential damages, lost profits, loss of business or other similar damages, regardless of whether the same arises out of the negligence of Landlord, its agents or employees.

(e) Time is of the essence of this Lease and all of its provisions

(f) If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of causes beyond Landlord's control, the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord.

(g) Tenant shall not record this Lease or a short form memorandum of this Lease without the prior written consent of Landlord, and any such attempted recordation shall be void and of no force or effect and shall constitute a default hereunder; and Tenant hereby appoints Landlord its attorney in fact to remove or discharge from record any such recordation of the Lease or memorandum.

(h) Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease or any amendments or exhibits hereto.

(i) If Tenant consists of more than one person or entity, the obligations of such persons and entities hereunder shall be joint and several. A separate action may be brought or prosecuted against any Tenant whether the action is brought or prosecuted against any other Tenant, or all, or whether any other Tenant, or all, are joined in the action. Landlord may compromise or settle with any one or more of Tenants for such sums, if any, as it may see fit and may in its discretion release any one or more of Tenants from any further liability to Landlord without impairing, affecting or releasing the right of Landlord to proceed against any one or more of Tenants not so released.

37. PRIOR AGREEMENT, AMENDMENTS. This Lease, the exhibits, and any riders attached hereto and forming a part hereof set forth all of the promises, agreements, conditions, warranties, representations, understandings and promises between Landlord and Tenant relative to the Property, the Building, the Demised Premises and this leasehold and Tenant expressly acknowledges that Landlord and Landlord's agents have made no representation, agreements, conditions, warranties, representations, understandings or promises, either oral or written, other than as herein set forth, with respect to the Property, the Building, the Demised Premises, this leasehold or otherwise. No alteration, amendment, modification, waiver, understanding or addition to this Lease shall be binding upon Landlord unless reduced to writing and signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord. Tenant agrees to execute any amendment to this Lease required by a mortgagee of the Building, which amendment does not materially adversely affect Tenant's rights or obligation hereunder.

38. CAPTIONS. The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

39. SEVERABILITY. If any provision contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (and the application of such provision to the persons or circumstances, if any, other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

40. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State in which the Property is located, without giving effect to the principles of conflict of laws.

41. COUNTERPARTS. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which, taken together, shall constitute one and the same instrument.

42. DELIVERY FOR EXAMINATION. DELIVERY OF THE LEASE TO TENANT SHALL NOT BIND LANDLORD IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT.

43. BASE BUILDING IMPROVEMENTS. Separate and distinct from the Tenant Improvements (as defined in Section 3 of this Lease), Landlord shall, at Landlord's sole cost and expense, in a good and workman like manner, using Building standard finishes, complete the following improvements:

(a) Bring the Building and the Property into compliance with all laws and regulations, including the ADA, except to the extent any such compliance is made necessary solely as a result of the Tenant Improvements or Tenant's specific use of the Demised Premises (as opposed to general office use);

(b) Replace existing HVAC rooftop systems serving the Building and install a new split system with two (2) 50-ton units to service the Building. Distribution will be reconfigured for a variable air volume (VAV) system as well as installing a new building automation system (BAS) with digital controls;

(c) Update common areas, restrooms and lobby, in a manner and substance consistent with recent improvements to Building B on the Property, which shall include, but not be limited to: (i) removing existing ceiling grid and tiles and replacing the same with a 2' x 4' second look tile; (ii) installing new tile flooring, wood finish veneer and decorative tile accent wall to the first floor lobby; (iii) installing new Building standard carpet throughout the second floor of the Building; (iv) installing indirect/direct basket lighting in the common areas along with LED linear lights; (v) refurbishing elevator cab with new interior stainless finish; (vi) installing new tile floors in all bathrooms; (vii) installing new tile walls behind new stainless toilet partitions in all bathrooms; (viii) install new glass tile backsplashes and upgraded lights in all bathrooms; and (ix) providing accent color painting in all bathrooms;

(d) Construct an approximately 778 square foot café area in the Building (the "Café"). The Café shall be designed and constructed in accordance with the sketch plan attached hereto as **Exhibit "G"**, and shall be compliant with all codes, ordinances, laws and regulations, including any such codes, ordinances, laws and regulations pertaining to food service and consumption; and

(e) Install ADA compliant touch pads for purposes of providing electronic access to the Building.

44. CONFESSION OF JUDGMENT.

(A) Intentionally Omitted.

(B) TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY, CLERK OF COURT OR ANY ATTORNEY OF ANY COURT OF RECORD IN THIS COMMONWEALTH OR ELSEWHERE TO APPEAR FOR TENANT UPON OR AFTER THE EXPIRATION OF THE TERM OF THIS LEASE (OR ANY EXTENSION OR RENEWAL THEREOF), OR UPON OR AFTER THIS LEASE HAS TERMINATED ON ACCOUNT OF ANY EVENT OF DEFAULT ON THE PART OF TENANT HEREUNDER, OR UPON AN EVENT OF DEFAULT, TO APPEAR AS ATTORNEY FOR TENANT AS WELL AS FOR ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT, AND THEREIN TO CONFESS JUDGMENT IN EJECTMENT FOR POSSESSION OF THE DEMISED PREMISES HEREIN DESCRIBED, FOR WHICH THIS LEASE AND THE APPOINTMENTS HEREIN SHALL BE SUFFICIENT WARRANT; THEREUPON, IF LANDLORD SO DESIRES, AN APPROPRIATE WRIT OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED IT SHALL BE DETERMINED THAT POSSESSION OF THE DEMISED PREMISES SHOULD REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE

THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT EVENT OR EVENTS OF DEFAULT, OR UPON THE TERMINATION OF THIS LEASE OR OF TENANT'S RIGHT OF POSSESSION AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE DEMISED PREMISES AND TO CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE DEMISED PREMISES BY LANDLORD AS HEREINBEFORE PROVIDED. THE FOREGOING WARRANT SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF BUT SHALL BE EXERCISABLE FROM TIME TO TIME AND AS OFTEN AS THERE IS ANY ONE OR MORE EVENTS OF DEFAULT OR WHENEVER THIS LEASE AND THE TERM OR ANY EXTENSION OR RENEWAL THEREOF SHALL HAVE EXPIRED, OR TERMINATED ON ACCOUNT OF ANY EVENT OF DEFAULT BY TENANT HEREUNDER. THE TENANT AGREES THAT THE POWER TO CONFESS JUDGMENT GRANTED BY THIS PARAGRAPH IS COUPLED WITH AN INTEREST, AND IS THEREFORE IRREVOCABLE.

(C) IN ANY SUCH ACTION, A TRUE COPY OF THIS LEASE SHALL BE SUFFICIENT WARRANT, AND 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.

TENANT ACKNOWLEDGES AND AGREES THAT THIS LEASE CONTAINS PROVISIONS UNDER WHICH LANDLORD MAY ENTER JUDGMENT BY CONFESSION AGAINST TENANT. BEING FULLY AWARE OF TENANT'S RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST TENANT BY LANDLORD HEREUNDER BEFORE JUDGMENT IS ENTERED, TENANT HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LANDLORD'S ENTERING JUDGMENT AGAINST TENANT BY CONFESSION PURSUANT TO THE TERMS OF THIS LEASE.

TENANT ALSO ACKNOWLEDGES AND AGREES THAT THIS LEASE CONTAINS PROVISIONS UNDER WHICH LANDLORD MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY OR OTHERWISE SEIZE REAL PROPERTY OF TENANT IN FULL OR PARTIAL PAYMENT OR OTHER SATISFACTION OF THE JUDGMENT. BEING FULLY AWARE OF TENANT'S RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE OR PETITION TO OPEN OR STRIKE THE JUDGMENT, WHICH RIGHTS TENANT SHALL RETAIN NOTWITHSTANDING ANY WAIVER CONTAINED HEREIN), TENANT HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LANDLORD'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW, AND ACKNOWLEDGES THAT THE LANDLORD MAY CAUSE PROPERTY OF THE TENANT TO BE SEIZED AND SOLD WITHOUT PRIOR NOTICE TO TENANT. WITHOUT LIMITING THE FOREGOING, TENANT SPECIFICALLY WAIVES THE NOTICES AND NOTICE REQUIREMENTS OF RULES 2956.1, 2958.1, 2958.2, 2958.3, 2973.1, 2973.2, AND 2973.3.

(D) TENANT ALSO ACKNOWLEDGES AND AGREES (A) THAT THE FOREGOING WARRANT OF ATTORNEY IS GIVEN IN CONNECTION WITH A COMMERCIAL TRANSACTION, (B) THAT THE LANDLORD'S PROPER EXERCISE

OF THE WARRANT OF ATTORNEY GRANTED HEREIN WOULD BE IN ACCORDANCE WITH TENANT'S REASONABLE EXPECTATIONS, AND WAIVES ANY REQUIREMENT SET FORTH IN 20 PA.C.S.A §5601, ET SEQ., INCLUDING THE REQUIREMENT IN 20 P.S. §5601.3(A)(1) THAT SUCH ACTION OTHERWISE BE IN THE TENANT'S BEST INTEREST, AND (C) TENANT IRREVOCABLY WAIVES THE FOLLOWING DUTIES THAT WOULD OTHERWISE BE REQUIRED OF THE LANDLORD PURSUANT TO 20 P.S. §5601.3(B): (1) THE REQUIREMENT TO ACT LOYALLY FOR THE TENANT'S BENEFIT; (2) THE REQUIREMENT TO ACT SO AS NOT TO CREATE A CONFLICT OF INTEREST THAT IMPAIRS THE LANDLORD'S ABILITY TO ACT IMPARTIALLY IN THE TENANT'S BEST INTEREST; (3) THE DUTY TO ACT WITH THE CARE, COMPETENCE AND DILIGENCE ORDINARILY EXERCISED BY LANDLORDS IN SIMILAR CIRCUMSTANCES; AND (4) THE DUTY TO ATTEMPT TO PRESERVE THE TENANT'S ESTATE PLAN, TO THE EXTENT ACTUALLY KNOWN BY THE LANDLORD.

KENCREST CENTERS,
a Pennsylvania non-profit corporation

By: 
Name:
Title:

KENCREST SERVICES,
a Pennsylvania non-profit corporation

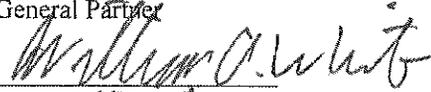
By: 
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Lease or caused this Lease to be executed by their duly authorized representatives the day and year first above written.

LANDLORD:

HARVEST 960, LP

By: Harvest 960 General, LLC
Its: General Partner

By: 
William A. White
Title: Manager

TENANT:

KENCREST CENTERS,
a Pennsylvania non-profit corporation

By: 
Name: TONIA MCNAIR
Title: CFO

KENCREST SERVICES,
a Pennsylvania non-profit corporation

By: 
Name: TONIA MCNAIR
Title: CFO

STATE OF PA :
 :
COUNTY OF MONTGOMERY : SS

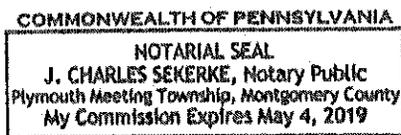
ON THIS, the 13th day of JULY, 2015, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Tonia McDevitt, who acknowledged to me to be the CEO of KenCrest Centers, and that he/she, as such CEO, executed the foregoing instrument, including the confession of judgment and warrant of attorney set forth in Section 44 thereof, for the purposes therein contained by signing his/her name.

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



Notary Public

(NOTARIAL SEAL)
My Commission Expires:



STATE OF PA :
 :
COUNTY OF MONTGOMERY : SS

ON THIS, the 13th day of JULY, 2015, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Tonia McDevitt, who acknowledged to me to be the CEO of KenCrest Services, and that he/she, as such CEO, executed the foregoing instrument, including the confession of judgment and warrant of attorney set forth in Section 44 thereof, for the purposes therein contained by signing his/her name.

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



Notary Public

(NOTARIAL SEAL)
My Commission Expires:

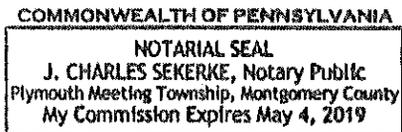


EXHIBIT "A"

DEMISED PREMISES

See Attached

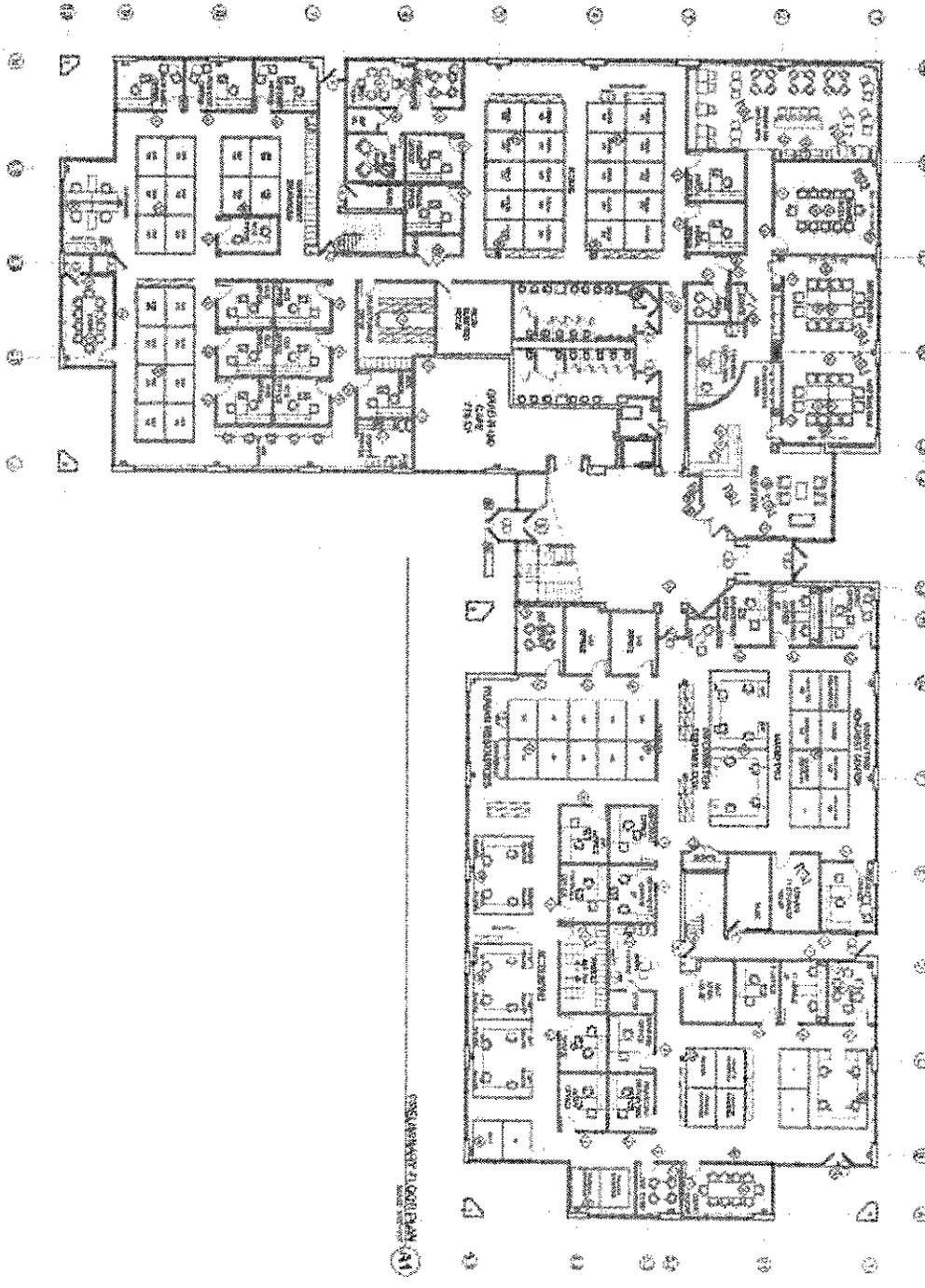


EXHIBIT "B"

PLANS

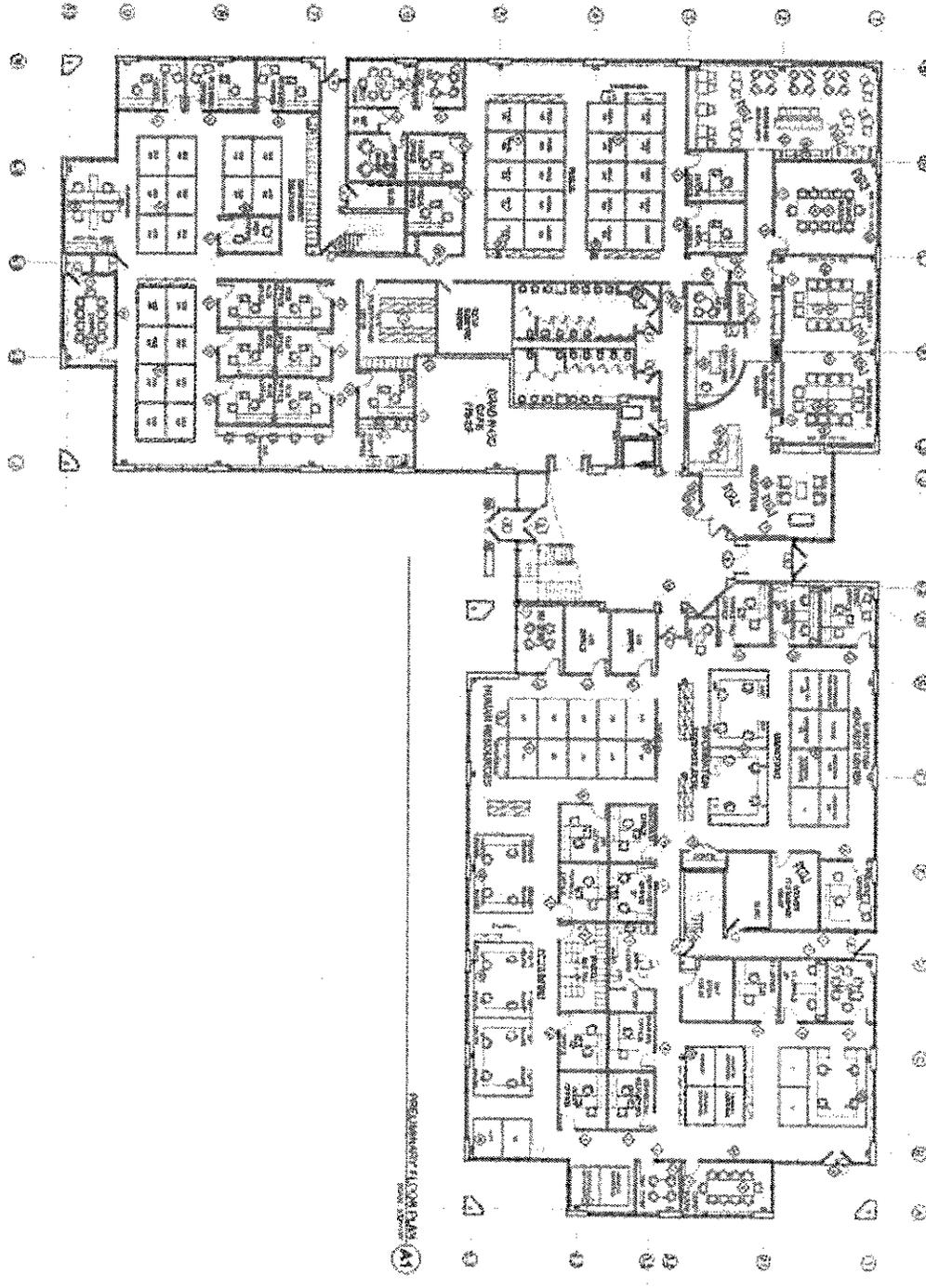


EXHIBIT "B-1"

CONSTRUCTION STANDARDS

BASE BUILDING STANDARDS 960 HARVEST DRIVE-

BUILDING STANDARD SPECIFICATIONS

NOTE: THE PROJECT SPECIFIC NOTES DETAILED IN THE CONSTRUCTION DOCUMENTS (labeled T001 and dated June 25, 2015) and Bulletin #1 – Electrical Revision (dated July 6, 2015) PREPARED BY ENVIRONETICS SHALL MODIFY CERTAIN SECTIONS OF THE BUILDING STANDARD SPECIFICATIONS BASED ON MUTUALLY AGREED UPON FINISHES. THE FINISHES AND SPECIFICATIONS SET FORTH IN THE CONSTRUCTION DOCUMENTS SHALL IN ALL EVENTS CONTROL.

SECTION 1: BASE BUILDING STANDARDS

TENANT ENTRANCE DOOR

- A. Door: 3'-0" x 8'-0" Herculite door or Equivalent.
- B. Frame: 3-0 x 8-0 cased drywall opening.
Color: Painted. Mfr: Sherwin Williams or Equivalent; Color: TBD; Finish: Rich Lux Latex Semigloss.
- C. Door closer: Parallel Arm Mount to Top Jamb on Push side of door (acceptable mfrs: corbin russwin, hager, lcn, rixson or yale or equivalents)
Finish: Satin Chrome – 626
- D. Floor stop: Ives or equal
Finish: Satin Chrome - 626

INTERIOR DOOR

- A. Door: 3'-0" X 7'-0" X 1 ¼" Solid Core Wood Door.
Color: Paint/Stain Grade
- B. Frame: 3'-0" x 7'-0" x 3 ¾" hollow metal door frame.
Color: Painted. Mfr: Sherwin Williams; Color: TBD; Finish: Rich Lux Latex Semigloss
Key Cylinder: mfr: Schlage or equal. Operation: Passage
Finish: Satin Chrome - 626
- C. Floor stop: mfr: Ives or equal
Finish: Satin Chrome

DEMISING PARTITION

- A. 3 5/8" x 25 gauge metal studs - 16" o.c. to underside of deck above. Partition to be one hour rated when separating dissimilar occupancies and adjacent to open atrium or to code.
- B. 5/8" drywall – one layer each side of studs for typical demising partition
5/8" type "x" drywall - one layer each side of studs for one hour rated demising partition or to code.
- C. Partition taped smooth and sanded to receive paint or wall covering as specified.
- D. 3 1/2" fiberglass R13 insulation in stud cavity.

INTERIOR PARTITION

- A. 3 5/8" x 25 gauge metal studs - 16" o.c.
- B. 5/8" drywall - one layer each side of studs.
- C. Height from floor slab to ceiling grid - approx. 8'-6" on all floors,
- D. Partition taped smooth and sanded to receive paint or wall covering.
- E. Beadex or equal at termination of partition at ceiling.
- F. 3 1/2" fiberglass R13 insulation in stud cavity, where sound attenuation is necessary or required by code.

COLUMN FURRING

- A. Columns to be furred with 1 5/8" metal studs and 5/8" drywall taped smooth to receive final finish. All furring to be a minimum 6" above finished ceiling height. Tape and finish as required.

ACOUSTICAL CEILING

- A. Grid: Mfr: Armstrong
Model: 15/16" Standard Prelude Suspension System
Color: White
- B. Tile: Mfr: Armstrong
Model: Dune Secondlook 2x4 #2712
Color: White
- C. Ceiling height: approx. 8'-6" on floors.

WINDOW COVERING

- A. Size: 1" Wide
Style: Aluminum (mfr: Hunter Douglas or equal)
Color: Match anodized aluminum window system color (Existing)
- B. Size to fit within (inside measure) aluminum mullion module.
- C. Upper horizontal mullion to sill height.

PAINT & WALLCOVERING

- A. Paint #1 (at walls): two coats minimum.
If new wall, add primer coat as recommended by manufacture.
Mfr: Sherwin Williams or equal
Color: TBD
Finish: Eggshell.
- B. Paint #2 (at ceiling): two coats minimum.
If new wall, add primer coat as recommended by manufacture.
Mfr: Sherwin Williams or equal
Color: White
Finish: Flat

FLOOR COVERING

- A. Style: Loop carpet tile
Installation Method: Ashlar, quarter-turn, monolithic
Weight: minimum 20oz/sq yd

- Series: TBD; Color: TBD
- B. Manufacturer: Armstrong or equal
Style: Vinyl composition tile (VCT).
Color: TBD
- C. Manufacturer: Armstrong or equal
Style: Sheet vinyl – Armstrong
Color: TBD

WALL BASE

- A. Manufacturer: Johnsonite, or equal
Base: 4" rubber base.
Series: Straight/Cove; Color: TBD
Landlord may elect to use matching carpet base instead of rubber base.

SMOKE DETECTOR

- A. Style: TBD
Color: White

VISUAL ALARMS - STROBES

- A. Style: TBD Wall mount + 80" a.f.f. to meet ADA. Ceiling mount in restrooms only if approved by local code.
Color: Red

MISC. NOTES

1. All existing and new walls shall be smooth and free of debris prior to application of new wall finish. If new wall, all finishes must be applied with a primer coat and two coats minimum of final color.
2. All line voltage conductors shall be installed in electric metallic tubing (emt). Emt installation shall comply with all the provisions and requirements of 1999 NEC art. 348 (or most current version). The use of emt shall be reinforced in both walls and ceiling. Flexible metallic tubing (fmt) shall be used for light fixtures whip (length not to exceed 6'-0") equipment where flexibility is required and where necessary to minimize the transmission of vibration from such equipment. Fmt installation shall comply with all the provisions and requirements of 1999 NEC art (or most current version) #350.
3. Prep existing concrete slab as required to achieve smooth and level surface prior to installation of new floor finish.
4. The finish at existing door frames, elevator doors and elevator frames shall remain as is. Touch-up as required to as new condition.
5. Existing doors and touch-up any obvious scratches to as new condition.
6. Building standard key cylinder: Schlage or equal

7. All keying of tenant doors must be coordinated with the manager and the building keying company.

TENANT SIGNAGE

- A. Tenant signage to be placed at exterior of tenant space adjacent to tenant main entry door, in accordance with the landlord's suite entry graphics identity criteria. Must meet all ADA and state codes.

SECTION 2: BASE BUILDING MECHANICAL, ELECTRICAL AND PLUMBING STANDARDS

HEATING AND AIR CONDITIONING DISTRIBUTION

- A. Furnish and install low pressure spiral or rectangular distribution duct work to code
- B. Furnish and install supply air registers to code.
Style: TBD
Color: White
- C. Furnish and install return air grilles to code.
Style: TBD
Color: White
- D. Provide and install thermostats and electronic controls to VAV box.
- E. Balance system in accordance with plans.
- F. Provide and install smoke / fire dampers as required. (Coordinate with the building fire life safety vendor and building engineer)
- G. Provide building approved VAV boxes and controllers for tenant space per code.
 1. Model: TBD
fan powered VAV box with:
 - main toggle disconnect switches.
 - fan motors.
 - electric heaters where necessary
 - transformers
 - electric actuators .
 - fan relays (replace air pressure switches).
 - inlet attenuators 4', washable filters.
 - mounting of DDC controls .
 - outlet attenuators .
 2. Model: TBD
single duct VAV box with:
 - electric actuators .
 - transformers
 - mounting of DDC controls .
 - outlet attenuators 4'.

LIGHT FIXTURES

- A. Building standard 18 cell parabolic recessed fluorescent 2' x 4' fixture.
lamp: (2) or (3) lamp T8

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05/08/201507/10/2015

manuf: TBD

- B. Building standard tenant 6" aperture compact fluorescent down light fixture with reflector. Use high-power factor ballast.
- C. Building standard tenant 6" aperture compact fluorescent wall-wash fixture with clear alzek reflector and spread lens. Use high-power factor ballast.

EXIT SIGNS

- A. Building standard exit sign electrical with universal removable arrows, white face and green letters.
 - lamp: Green LED or equal
 - manuf: McPhilben, or equal
 - series: Chloride, or equal

OCCUPANCY SENSORS IF REQUIRED BY CODE.

- A. Private offices, large private offices and open areas within tenant space wall or ceiling mounted occupancy sensor with factory installed dual relays for compliance with regional energy conservation requirements or equal
Color: White
- B. Corridor two way ceiling mounted occupancy sensor. Provide bi-level switching as required for compliance with regional energy conservation requirements or equal.
Color: White

WIRING DEVICES AS PER CODE OR EQUAL

- A. Receptacles: duplex outlets shall be as follows or equal:
 - leviton #5262-w (15 amp)
 - leviton #5262-igw (15 amp- isolated ground)
 - leviton #5362-w (20 amp)
 - leviton #5362-igw (20 amp- isolated ground)
 - Color: white
- B. Switches: 20 amp, 120/277v specifications grade or equal:
 - leviton #5521-2w single pole
 - leviton #5523-2w three way
 - Color: white
- C. Dimmers: lutron "nova" series n1000 or equal, 120 volt (NTF-10-XXX-XX) (or as noted on plans).
Color: White

PLUMBING

- A. Hot water heaters : As necessary to be installed per plans.
- B. All sinks to be stainless steel per ADA guidelines. Mfr: Elkay, Model: Lustertone
#2219-60-4 Single Bowl Sink w/ #LK-4102 Swivel Spray or equal.
- C. All hardware to be brushed aluminum, and must meet ADA guidelines.
- D. Dishwashers are at tenants expense and must meet ADA guidelines.
Mfr: GE; Model #GLDA690PBB, or equal. Finish: TBD

All piping, lines, drains, vents and waste must be installed per state and local codes

EXHIBIT "C"

BUILDING RULES AND REGULATIONS

1. The sidewalks, entryways, passages, corridors, stairways and elevators shall not be obstructed by any of the tenants, their employees or agents, or used by them for purposes other than ingress or egress to and from their respective suites. All safes or other heavy articles shall be carried up or into the Demised Premises only at such times and in such manner as shall be prescribed by the Landlord and the Landlord shall in all cases have the right to specify a maximum weight and proper position or location of any such safe or other heavy article. The Tenant shall bear the costs of Landlord's designated structural engineer to review the movement and placement of safes, file storage areas and other items above building standard floor weight limits. The Tenant shall pay any damage done to the Building by taking in or removing any safe or from overloading any floor in any way. The Tenant shall pay for the cost of repairing or restoring any part of the Building, which shall be defaced or injured by a tenant, its agents or employees.

2. Each tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Demised Premises for the tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

3. No, sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building except as specified in a tenant's lease. Signs on or adjacent to doors shall be in color, size and style approved by Landlord, the cost to be paid by the tenants. Landlord will provide a directory in a conspicuous place, with the names of tenants, Landlord will make any necessary revision in this within a reasonable time after notice from the tenant of an error or of a change making revision necessary. Landlord shall have the right to change the name of the Building at any time without liability to Tenant. No furniture shall be placed in front of the Building or in any lobby or corridor without written consent of Landlord.

4. No tenant shall do or permit anything to be done in its Demised Premises, or bring to keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire prevention and safety, or with any regulations of the fire department, or with any rules or ordinances of any Board of Health or other governing bodies having jurisdiction over the Building.

5. The janitor of the Building may at all times keep a pass-key, and he and other agents of the Landlord shall at all times, be allowed admittance to the Demised Premises for purposes permitted in Tenant's lease. Landlord shall not be liable for theft or other tortious acts committed by janitors or other subcontractors performing work in the Building.

6. No additional locks shall be placed upon any doors without the written consent of Landlord. All necessary keys shall be furnished by Landlord, and the same shall be surrendered

upon the termination of this Lease, and Tenant shall then give Landlord or his agents explanation of the combination of all locks upon the doors of vaults.

7. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or abuse by a tenant or its agents, employees or invitees, shall be borne by Tenant.

8. No person shall disturb the occupants of the Building by the use of any musical instruments; the making or transmittal of noises which are audible outside the Demised Premises, or any unreasonable use. No dogs or other animals or pets of any kind will be allowed in the Building.

9. Intentionally Omitted.

10. Nothing shall be thrown out the windows of the Building or down the stairways or other passages.

11. Tenants shall not be permitted to use or to keep in the Building any kerosene, camphene, burning fluid or other illuminating materials.

12. If any tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the electricians as to what and how the wires may be introduced, and without such directions no boring or cutting for wires will be permitted.

13. If a tenant desires shades, they must be of such shape, color, materials and make as shall be prescribed by Landlord. No outside awning shall be permitted.

14. No portion of the Building shall be used for the purposes of lodging rooms or for any immoral or unlawful purposes.

15. No tenant shall store anything outside the Building or in any common areas in the Building.

EXHIBIT "D"

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of this _____ day of _____, 20____, between **HARVEST 960, LP** (the "Landlord") and _____, a _____ (the "Tenant").

WITNESSETH:

WHEREAS, by that certain lease dated _____, 2014 (herein called the "Lease"), Landlord leased to Tenant certain premises (the "Premises") located at 960 Harvest Drive, Blue Bell, Pennsylvania; and

WHEREAS, Tenant is in possession of the Premises and the term of the Lease has commenced; and

WHEREAS, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1.** The Initial Term of the Lease will commence on, and the Commencement Date will be _____, 20____, and shall expire on _____, 20____.
- 2.** The Tenant Improvements are completed.
- 3.** The Lease is unmodified and in full force and effect.

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

LANDLORD:

HARVEST 960, LP

By: Harvest 960 General, LLC
Its: General Partner

By: _____

Title: Manager

TENANT:

By: _____

Name:

Title:

EXHIBIT "E"

JANITORIAL SPECIFICATIONS

GENERAL CLEANING FIVE (5) NIGHTS PER WEEK, MONDAY THROUGH FRIDAY EVENINGS, UNLESS EXCLUDED BY UNION CONTRACT (if applicable), AND FURTHER, EXCLUDING UNION (if applicable) HOLIDAYS

Monday - Friday after 6:00 PM:

1. Sweep, dry mop or vacuum all common areas, corridors and hallways. Entire space is vacuumed thoroughly at least two times per week.
2. Vacuum all carpeted areas and remove spots. Spot vacuum one night, full vacuum every other night. Empty wastebaskets and containers, remove all trash from the leased premises.
3. Dust all cleared horizontal surfaces with treated dust cloth, including furniture and files. Items will not be removed from desktops.*
4. Damp wipe all glass-top desks and tables.*
5. Damp wipe spillage on furniture in lounges and lunchroom areas.
6. Sweep with treated cloths all composition tile flooring.
7. Spot wash to remove smudges, marks and fingerprints from such areas that can be reached without a ladder.
8. Spot mop all non-resilient floors such as terrazzo and ceramic tile.
9. Clean elevator cab and landing doors.
10. Clean mirrors, soap dispensers, shelves, wash basins, exposed plumbing, dispenser and disposal container exteriors, damp wipe all ledges, toilet stalls and toilet doors.
11. Clean toilets and urinals with detergent disinfectants.

** If tenant wishes to have the entire surface dusted, tenant will remove all items and leave a note for the janitorial supervisor.*

Monday-Friday after 6:00 pm (Cont'd):

12. Furnish and refill all soap, toilet, sanitary napkin and towel dispensers.
13. Spot clean carpet stains.
14. Wash glass in building directory, entrance doors and frames.
15. Empty and refill smoking urns outside of the Building.

Weekly:

1. Spot wash interior partition glass and door glass to remove smudge marks.
2. Sweep all stair areas.
3. Dust all baseboards.

HIGHDUSTING

Monthly:

1. High dust all walls, ledges, pictures, Thermostats and registers of public areas not reached in normal nightly cleaning.
2. High dust all walls, ledges, pictures, files, Thermostats and registers of office areas not reached in normal nightly cleaning.
3. Dust vertical and louver blinds.
4. Scrub and recondition resilient floor areas.*
5. Wash all stairwell landings and treads.

Quarterly:

1. High dust all horizontal and vertical surfaces not reached by nightly cleaning.
2. Vacuum all ceiling and wall air supply and exhaust diffusers and grills.
3. Wash and polish vertical terrazzo and marble surfaces.*

** If tenant wishes floors to be stripped more frequently, the janitorial contractor will arrange this with the tenant and bill the tenant directly.*

Semi-Annually:

1. Damp wash diffusers, grills and other such items.
2. Wash interior and exterior windows.

Annually:

1. Strip and refinish all resilient floors.*
2. Clean light fixtures, reflectors, globes, diffusers and trim.
3. Clean all vertical surfaces not attended to during nightly, weekly, quarterly or semi-annually cleaning.

GENERAL OFFICE AREAS - TENANT AREAS

Quarterly:

1. Strip, scrub and wash all composition tile flooring.*

STAIRWAYS

Weekly:

1. Sweep and dust stairways.

Monthly:

1. Mop all stairways other than fire tower.

** If tenant wishes floors to be stripped more frequently, the janitorial contractor will arrange this with the tenant and bill the tenant directly.*

EXHIBIT "F"
RESERVED PARKING

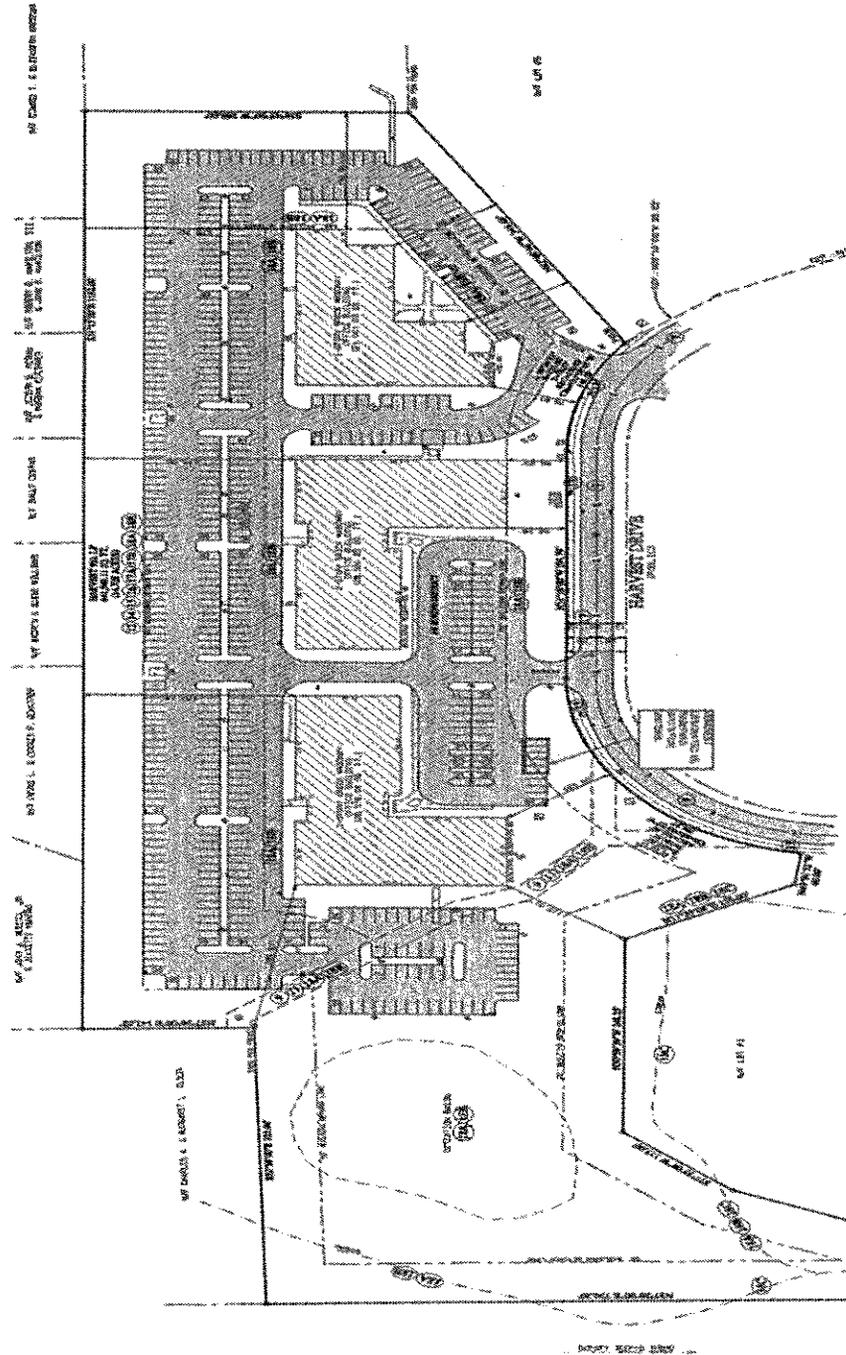


EXHIBIT "G"

CAFÉ

[TO BE ATTACHED]