

EXAMPLE LEASE ONLY

**AGREEMENT OF LEASE
BETWEEN
MASONS MILL PARTNERS, L.P. (LANDLORD)
AND
SAMPLE TENANT (TENANT)**

DATED _____, 20__

TABLE OF CONTENTS

1. DEMISED PREMISES.....	1
2. LEASE TERM.....	1
3. FIXED RENT	2
4. ADDITIONAL RENT.....	3
5. SECURITY DEPOSIT.....	3
6. USE OF DEMISED PREMISES.....	3
7. COMPLETION OF DEMISED PREMISES.....	4
8. ALTERATIONS OR IMPROVEMENTS BY TENANT	4
9. COVENANTS OF LANDLORD	4
10. COVENANTS OF TENANT.....	5
11. ASSIGNMENT AND SUBLETTING	8
12. RELOCATION OF TENANT	9
13. EMINENT DOMAIN.....	10
14. CASUALTY DAMAGE.....	10
15. INSURANCE; INDEMNIFICATION OF LANDLORD; WAIVER OF SUBROGATION	11
16. INSPECTION; ACCESS; CHANGES IN BUILDING FACILITIES	13
17. DEFAULT	13
18. LANDLORD'S REMEDIES	14
19. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT	17
20. ESTOPPEL CERTIFICATE	18
21. HOLDING OVER	18
22. SURRENDER OF DEMISED PREMISES	18
23. SUBORDINATION AND ATTORNMENT	18
24. BROKERS	19
25. NOTICES	19
26. MORTGAGES AND OTHER AGREEMENTS.....	20
27. MISCELLANEOUS.....	21

EXAMPLE LEASE ONLY

List of Exhibits

- Exhibit "A": Plan of Demised Premises
- Exhibit "B": Form of Confirmation of Lease Term
- Exhibit "C": Taxes, Operating Expense and Other Additional Rent
- Exhibit "D": Schedule of Tenant Improvements
- Exhibit "E": Rules and Regulations
- Exhibit "F": Form of Tenant Estoppel Certificate and Statement

EXAMPLE LEASE ONLY

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") is made this ____ day of _____, _____, by and between MASONS MILL PARTNERS, L.P., a Pennsylvania limited partnership ("Landlord") and _____, a _____ ("Tenant").

Intending to be legally bound, Landlord and Tenant agree as set forth below.

1. DEMISED PREMISES

Landlord, for the term and subject to the provisions and conditions hereof, leases to Tenant, and Tenant rents from Landlord, the space (the "Demised Premises") containing _____ rentable square feet, as shown on Exhibit "A" attached hereto and made a part hereof, in the building (the "Building") known as Building #____ erected on certain land (the "Land") located at Masons Mill Business Park, Huntingdon Valley, PA 19006 (the "Park"), together with rights of ingress and egress thereto, and with the right in common with others to use, to the extent applicable, common passageways, stairways, vestibules, and to pass over and park on that portion of the Land designated by Landlord for Tenant's parking. The Park contains 211,811 rentable square feet of space.

2. LEASE TERM/RENEWAL TERM

2.1 The Lease Term (the "Lease Term") shall commence on _____, 20__ (the "Commencement Date") and shall continue until _____, 20__ unless extended or sooner terminated as provided herein.

2.2 The Lease Term shall be automatically extended for three (3) additional periods of five (5) years each, and such renewal term (the "Automatic Renewal Term") shall commence upon the expiration of the previous term of the Lease, provided that:

(a) Each renewal term shall be automatic unless Tenant gives written notice to Landlord at least twelve (12) months prior to the expiration of the then current term; and

(b) At the time of each such renewal, the Lease shall be in full force and effect and there shall exist no default by Tenant that remains uncured beyond any applicable period of grace.

2.3 In the event the foregoing renewals are effectively exercised, all the terms and conditions contained in the Lease shall continue to apply except that:

(a) There shall be no further right of renewal beyond the periods referred to above;

(b) The Automatic Renewal Terms shall apply to all (and not less than all) of the Demised Premises originally leased hereunder, plus any additional space leased by Tenant pursuant to any option contained herein or otherwise;

EXAMPLE LEASE ONLY

(c) In the event Tenant shall have assigned the Lease or sublet all or any portion of the Demised Premises, this option shall automatically expire and be null and void with respect to that portion of the Demised Premises so assigned or sublet;

(d) The rental rate applicable to the Demised Premises during any Automatic Renewal Term, plus any additional space then leased pursuant to the Lease, shall be as defined in Section 3 of this Lease.

3. FIXED RENT

Fixed rent (the "Fixed Rent") is payable by Tenant beginning on the Commencement Date in monthly installments, each representing one-twelfth (1/12) of the annual Fixed Rent (the "Annual Fixed Rent") in accordance with the following schedule:

<u>period of Lease Term</u>	<u>monthly installment of Annual Fixed Rent due</u>	<u>total Annual Fixed Rent due</u>	<u>Annual Fixed Rent per rentable square foot</u>
---------------------------------	---	--	---

Fixed Rent shall increase _____ cents (\$_____) per rentable square foot each year thereafter.

Fixed Rent is payable without prior notice or demand, and without any setoff or deduction whatsoever, in advance, on the first day of each month at such place as Landlord may direct, except that the Fixed Rent for the first full month of the Lease Term will be paid on the date of execution of this Lease. The Annual Fixed Rent set forth herein is an annualized amount. In addition, if the Lease Term commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord, on or before the Commencement Date of the Lease Term, a pro rata portion of the monthly installment of rent (including Fixed Rent and any Additional Rent as hereinafter defined), such pro rata portion to be based on the actual number of days in that portion of the calendar month from and after the Commencement Date of the Lease Term. If any portion of Fixed Rent, Additional Rent or any other sum payable to Landlord hereunder shall be due and unpaid for more than ten (10) days, it shall bear interest at a rate equal to three percent (3%) per annum greater than the highest prime rate of interest as published in the Wall Street Journal, eastern edition from time to time (the "Default Rate"), as the same may change from time to time, from the due date until the date of payment thereof by Tenant, provided, however, that nothing contained herein or elsewhere in this Lease shall be construed or implemented in such a manner as to allow Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. Landlord and Tenant understand and agree that memos written on rental checks or any other payment forms delivered to Landlord do not and shall not constitute satisfaction of any current or outstanding debt of Tenant pursuant to this Lease, and, provided further that any such memo shall not preclude Landlord from recovering any balance of any sum or sums due under this Lease. In addition, a letter or similar type statement accompanying any

EXAMPLE LEASE ONLY

rental check or payment form delivered to Landlord pursuant to this Lease also shall have no force or effect under this Lease as such may relate to the satisfaction of any debt of Tenant hereunder.

4. ADDITIONAL RENT

Tenant shall pay, without any setoff or deduction whatsoever, the Tax Adjustment and the Operating Expense Adjustment, as such terms are defined in Exhibit "C" hereto, in the amounts and in the manner set forth in Exhibit "C". The Tax Adjustment, the Operating Expense Adjustment and all other sums due hereunder (other than Fixed Rent) are sometimes hereinafter referred to together as the Additional Rent. Tenant shall contract directly with the utility company providing the electric service to the Demised Premises, and shall pay for such service promptly when due.

5. SECURITY DEPOSIT

As security for performance of its obligations hereunder, upon execution of this Lease Tenant has paid to Landlord and agrees to maintain hereafter, a security deposit of _____ Dollars (\$_____). Upon the occurrence of any Event of Default (as hereinafter defined) by Tenant, Landlord may from time to time and without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of Fixed Rent or Additional Rent, or any other damage, injury, expense or liability caused to Landlord by such Event of Default, and thereafter Tenant immediately shall replenish all or such portion of the security deposit so used by Landlord. The remaining balance of such security shall be returned by Landlord to Tenant within a reasonable time after termination of this Lease; provided, however, Landlord shall not be obligated to return the remaining balance of such security deposit until all payments due from Tenant to Landlord pursuant to Exhibit "C" hereto shall have been made in full. The security deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Tenant shall receive no interest on such security deposit, and Landlord may commingle the same with other monies of Landlord. In the event of the sale or transfer of Landlord's interest in the Building, Landlord shall have the right to transfer the security deposit to the purchaser or transferee and upon such transfer Tenant shall look only to the new landlord for the return of the security deposit and Landlord shall thereupon be released from all liability to Tenant for the return of or accounting for such security deposit.

6. USE OF DEMISED PREMISES

Tenant covenants and agrees to use and occupy the Demised Premises only for general office, research or distribution purposes and only in conformity with the law. Tenant shall not use or permit any use of the Demised Premises which creates any safety or environmental hazard, or which would: (i) be dangerous to the Demised Premises, the Building, the Park or other tenants, or (ii) be disturbing to other tenants of the Building or the Park, or (iii) cause any increase in the premium cost for any insurance which Landlord may then have in effect with respect to the Building or the Park generally.

EXAMPLE LEASE ONLY

7. COMPLETION OF DEMISED PREMISES

Tenant agrees to accept possession of the Demised Premises in an "AS IS" condition, subject to the right of any existing tenant to remove its personal property or improvements, except for the work to be performed by Landlord pursuant to Exhibit "D".

8. ALTERATIONS OR IMPROVEMENTS BY TENANT

Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord and then only in accordance with plans and specifications previously approved in writing by Landlord and subject to such conditions as Landlord may require, including, without limitation, that Tenant be required to pay for any increased cost to Landlord occasioned thereby or attributable thereto. All alterations, additions or improvements shall be deemed part of the Building and shall not be removed by Tenant. Notwithstanding the foregoing, by notice to Tenant given prior to or within a reasonable period after the termination of this Lease, Landlord may require that Tenant either: (i) remove any such alterations, additions or improvements, repair any damage to the Building or the Demised Premises occasioned by their installation or removal, and restore the Demised Premises to substantially the same condition as existed prior to the time when any such alterations, additions or improvements were made, or (ii) reimburse Landlord for the cost of such removal, repair and restoration. In the event that Landlord elects to perform such removal, repair and restoration, Tenant shall reimburse Landlord for the cost thereof within thirty (30) days following delivery to Tenant of Landlord's invoice therefor. Furthermore, during the Lease Term, Tenant shall be obligated to remove all communications and computer wires, cables and related devices in excess of one (1) set of the same, it being the intention of the parties that if Tenant at any time replaces or discontinues the use of any such wires, cables or related devices, the replaced or discontinued wires, cables and related devices will be removed.

9. COVENANTS OF LANDLORD

9.1. Landlord will supply for normal office use the equipment and facilities to supply heat and air conditioning to the Demised Premises, common area electricity, and hot and cold water, all in amounts consistent with services provided in similar buildings in the community, provided that: (i) Landlord shall not be liable for failure to supply or interruption of any such service by reason of any cause beyond Landlord's reasonable control and Landlord shall not be liable for consequential damages in any event; and (ii) if Tenant requires installation of a separate or supplemental heating, cooling, ventilating and/or air conditioning system, Tenant shall pay all costs in connection with the furnishing, installation, operation, maintenance and replacement thereof. Landlord shall not be responsible to provide electricity to the Demised Premises, but Landlord has installed meters to measure the electricity consumed on the Demised Premises and Tenant shall pay, as Additional Rent, the cost thereof promptly upon being billed therefor by the providing utility.

9.2. Landlord shall make all necessary repairs to the exterior windows, walls and other structural parts of the Demised Premises and the Building, the base building plumbing, heating, ventilating, air conditioning, mechanical and electrical systems, the roof of the Building, the common areas of the Building, and the parking areas, sidewalks and other common areas of the

EXAMPLE LEASE ONLY

Land, and shall keep all such common areas reasonably free of debris, ice and snow. Notwithstanding the foregoing, Landlord shall not be obligated to make any such repair until the expiration of a reasonable period of time after receipt of notice from Tenant that such repair is needed. Furthermore, in no event shall Landlord be obligated to repair any damage caused by any act, omission or negligence of Tenant or any of its employees, agents, invitees, licensees, subtenants or contractors. Tenant shall reimburse Landlord for all costs and expenses of repairing and replacing all damage or injury to the Building or the Park caused by Tenant or any of its employees, agents, invitees, licensees, subtenants or contractors, or by all or any of them moving in or out of the Building, or by the installation or removal of furniture, fixtures or other property by all or any of them. Such costs and expenses shall be payable as Additional Rent hereunder and shall be paid by Tenant within fifteen (15) days after Tenant is billed therefor.

9.3. Tenant, upon paying the Annual Fixed Rent and all Additional Rent when due, and upon observing, keeping and performing when required all of the covenants, agreements and conditions of this Lease on Tenant's part to be observed, kept and performed, shall quietly have and enjoy the Demised Premises throughout the Lease Term without hindrance or molestation by Landlord or by anyone claiming in, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

10. COVENANTS OF TENANT

Tenant will (at Tenant's sole cost and expense):

10.1. Keep the Demised Premises and the fixtures and appurtenances therein, whether installed by Landlord or by Tenant, in good order and repair at all times, reasonable wear and tear excepted. Such obligation shall include, without limitation, all plumbing, heating, ventilating, air conditioning, mechanical and electrical systems serving the Demised Premises from the point that such systems connect to the base building systems, and the replacement of all light bulbs and tubes. Notwithstanding the foregoing, Landlord may, but shall not be required to, perform all or any portion of Tenant's repair obligations as set forth above on Tenant's behalf. In such event, following the performance of such repairs by Landlord, Landlord shall charge Tenant the amount of the expense therefor. Tenant shall pay such amount to Landlord within ten (10) days following delivery to Tenant of Landlord's invoice therefor. In the event Landlord does not elect to perform all or any portion of Tenant's repair obligations as set forth above and Tenant fails to make such repairs within fifteen (15) days of the date such work becomes necessary, Landlord may, but shall not be required to, perform such work and charge the amount of the expense therefor, with interest accruing and payable thereon, all in accordance with Article 19 below;

10.2. Be financially responsible for electric charges as set forth above in Article 4 and Section 9.1;

10.3. Comply with all laws, enactments and regulations of any governmental authority relating or applicable to Tenant's occupancy of the Demised Premises and any covenants, easements and restrictions governing the Land, the Building or the Park, and indemnify, defend and hold Landlord harmless from all consequences from Tenant's failure to do so;

EXAMPLE LEASE ONLY

10.4. Promptly notify Landlord of any damage to or defects in the Demised Premises, any notices of violation received by Tenant and any injury to person or property which occur therein or claims relating thereto;

10.5. Subject to Article 8 pay for any alterations, improvements or additions to the Demised Premises, and allow no lien to attach to the Building with respect to any of the foregoing;

10.6. Not place within the Demised Premises or bring into the Building (i) any machinery, equipment or other personalty other than customary office furnishings and small machinery or (ii) any machinery or other personalty having a weight in excess of the design capacity of the Building;

10.7.

(a) Not use the Demised Premises, the Building or the Park for the generation, use, manufacture, recycling, transportation, treatment, storage, handling, discharge or disposal of any hazardous, toxic or polluting substance or waste (including petroleum or radioactive materials) ("Hazardous Substances"); provided, however, that the foregoing shall not be deemed or construed to prohibit Tenant's possession or use of products containing Hazardous Substances so long as such products are commonly found in an office environment and are handled, stored, used and disposed of in compliance with all applicable laws, rules, regulations and ordinances. Furthermore, Tenant will not engage in any activity at the Demised Premises, the Building or the Park which poses a risk of damage to the environment or which would subject Tenant, Landlord, the Demised Premises, the Building or the Park to responsibility or liability under any federal, state or local environmental law, rule, regulation or ordinance, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C.A. Section 9601 et seq.) ("CERCLA"), the Federal Water Pollution Control Act (33 U.S.C.A. Section 1151 et seq.), the Clean Water Act of 1977 (33 U.S.C.A. Section 1251 et seq.) and the regulations promulgated thereunder and as each may be amended from time to time during the Lease Term.

(b) Tenant will not undertake any action or omit to take any action or permit any other person to undertake any action on or at the Demised Premises which could result in a lien being imposed on the Demised Premises, the Building or the Park by the state or federal government under any environmental law, rule, regulation or ordinance.

(c) Tenant will not undertake or omit to take any action or permit any other person to undertake any action which could require Landlord to include in the deed to the Demised Premises, the Building or the Park a notice of disposal/release of Hazardous Substances.

(d) Tenant will provide to Landlord oral notice followed by written notice within five (5) business days of all notices received from or made to any government agency that are served upon or given by Tenant with respect to any Release (as defined in

EXAMPLE LEASE ONLY

CERCLA) or threatened Release of Hazardous Substances or which claim a violation of any environmental law, rule, regulation, ordinance or order of any federal state or local government or which call attention to the need for an investigation, remediation, response action, repairs, construction, alterations or installations on or in connection with the Demised Premises, the Building or the Park.

(e) Tenant does hereby agree to indemnify, defend and save harmless Landlord from any and all losses, costs, damages and expenses, (including fines, penalties, and attorneys' fees) resulting from any claim, demand, liability, obligation, right or cause of action, including but not limited to governmental action or other third party action, (collectively, "Claims"), that is asserted against or incurred by Landlord, the Demised Premises, the Building or the Park as a result of Tenant's breach of any representation, warranty, or covenant hereof; or arising out of the operations or activities or presence of Tenant or any assignee, sublessee, agent, or representative of Tenant at the Demised Premises, the Building or the Park; or arising from environmental conditions or violations at the Demised Premises including, without limitation, the presence of Hazardous Substances at, on, or under the Demised Premises or the discharge or release of Hazardous Substances from the Demised Premises, provided, however, that Tenant shall not be obligated to indemnify Landlord under this paragraph if Tenant demonstrates that the Claim was based on events or conditions which occurred prior to the date of this Lease. Tenant agrees to respond on Landlord's behalf to such Claims or, at Landlord's election, to pay the costs of Landlord's response.

(f) Landlord does hereby agree to indemnify and save harmless Tenant from all claims that are asserted against Tenant or the Demised Premises as a result of the presence of Hazardous Substances at the Demised Premises if Tenant demonstrates that such claim was based on events or conditions which occurred prior to the date of this Lease. The indemnities contained herein and the environmental representations, warranties and covenants of Landlord and Tenant shall survive termination of this Lease.

10.8. Comply with the rules and regulations set forth in Exhibit "E" hereto and with all reasonable changes and additions thereto upon notice by Landlord to Tenant (such rules and regulations, together with all changes and additions thereto, being part of this Lease); and

10.9. Comply with all reasonable recommendations of Landlord's or Tenant's insurance carriers relating to layout, use, storage of materials and maintenance of the Demised Premises.

10.10. (a) Keep the Demised Premises in a clean, neat and sanitary condition. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have no obligation to provide any cleaning or janitorial services to the Demised Premises. All such services shall be the responsibility solely of Tenant. Tenant shall deposit all trash and debris from the Demised Premises, according to the regulations set forth in Schedule 1 hereto, in the dumpster located closest to the Demised Premises; provided, however, that at no time shall Tenant place any Hazardous Substances or anything other than normal everyday office trash in such dumpster. Such Hazardous Substances and non-everyday office trash shall be disposed of by Tenant at its sole cost and expense, in accordance with all applicable laws, rules, regulations and ordinances.

EXAMPLE LEASE ONLY

(b) Any and all contractors engaged by Tenant to provide janitorial and/or trash disposal services for the Demised Premises shall be approved in advance by Landlord in writing and shall comply with and be subject to such conditions, rules and requirements as Landlord may reasonably impose from time to time. Such conditions shall include, without limitation, that Tenant (i) maintain or cause such contractors to maintain appropriate insurance coverage, as outlined in Schedule 1, including, without limitation, workmen's compensation insurance (statutory limits), employer's liability insurance with limits of not less than \$1,000,000 per accident, automobile liability insurance with limits of not less than \$1,000,000 per occurrence, and commercial general liability insurance (including a contractual liability and fire legal liability insurance endorsement) against claims for bodily injury, death or property damage in amounts not less than \$2,000,000.00, and (ii) cause each such contractors to agree in writing to indemnify and save Landlord, its representatives and Landlord's managing agent, if any, harmless from and against all claims, demands, expenses, losses, suits and damages as may be occasioned by reason of the negligence or otherwise tortious act of such contractor or anyone on, in or about the Park, the Land or the Building on behalf of or at the invitation of such contractor. All such insurance shall name as an additional insured Landlord and Landlord's managing agent, if any, (other than workmen's compensation insurance) and shall be issued by companies having a Best's financial rating of A or better and a size class rating of XII (12) or larger or otherwise acceptable to Landlord. Landlord may from time to time increase the required limits for any such insurance.

11. ASSIGNMENT AND SUBLETTING

11.1. Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease, nor sublet all or any part of the Demised Premises or permit the same to be occupied or used by anyone other than Tenant or its employees without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. It will not be unreasonable for Landlord to withhold its consent if the reputation, financial responsibility, or business of a proposed assignee, subtenant or other occupant or user is unsatisfactory to Landlord, or if Landlord deems such business not to be consonant with that of other tenants in the Park, or if the intended use by the proposed assignee, subtenant or other occupant or user is not consistent with the operation of a first-class office building, or if the intended use by the proposed assignee, subtenant or other occupant or user conflicts with any commitment made by Landlord to any other tenant in the Park, or if the proposed rental rate is lower than the then current rate at which similar space in the Park is being offered by Landlord, or if the proposed agreement with the prospective subtenant or other occupant or user is for less than fifty percent (50%) of the Demised Premises. Landlord's acceptance of any name submitted by Tenant, an agent of Tenant, or anyone acting by, through or under Tenant for the purpose of being listed on the Building directory will not be deemed, nor will it substitute for, Landlord's consent, as required by this Lease, to any sublease, assignment, or other occupancy of the Demised Premises by anyone other than Tenant or Tenant's employees.

11.2. Tenant's request for consent to any sublet, assignment or other use or occupancy shall be in writing and shall contain the name, address, and description of the business of the proposed assignee, subtenant or other occupant or user, its most recent financial statement and

EXAMPLE LEASE ONLY

other evidence of financial responsibility, its intended use of the Demised Premises, and the terms and conditions of the proposed assignment, subletting or other use or occupancy. Within thirty (30) days from receipt of such request, Landlord shall either: (1) grant or refuse consent; or (2) elect to require Tenant (a) if the request is for consent to a proposed subletting or other use or occupancy, to execute a sublease to Landlord or its designee for the term and of the space covered by the proposed subletting or other user or occupancy, but at the Fixed Rent per square foot and otherwise upon the same terms and conditions as are contained herein (not including the restrictions on subletting or other use or occupancy set forth herein), together with an assignment of Tenant's interest in any such proposed sublease or other use or occupancy agreement, or (b) if the request is for consent to a proposed assignment of this Lease, to terminate this Lease and the Lease Term effective as of the last day of the third month following the month in which the request was received.

11.3. Each assignee hereunder shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for all payments and for the due performance of all terms, covenants, conditions and provisions herein contained on Tenant's part to be observed and performed. No assignment shall be binding upon Landlord unless the assignee shall deliver to Landlord an instrument in form and substance satisfactory to Landlord containing a covenant of assumption by the assignee, but the failure or refusal of assignee to execute and deliver the same shall not release assignee from its liability as set forth herein. Any profit and/or additional consideration in excess of the Fixed Rent or Additional Rent payable by Tenant hereunder, which is payable to Tenant as a result of any assignment, subletting or other use or occupancy, shall be paid to Landlord as Additional Rent when received by Tenant. All the foregoing notwithstanding, Tenant shall not enter into any lease, sublease, license, concession or other agreement for the use, occupancy or utilization of the Demised Premises or any portion thereof, which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales). Any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use or occupancy of any part of the Demised Premises.

11.4. Any consent by Landlord hereunder shall not constitute a waiver of strict future compliance by Tenant with the provisions of this Article 11 or a release of Tenant from the full performance by Tenant of any of the terms, covenants, provisions, or conditions in this Lease contained.

11.5. For purposes of this Article 11, any transfer or change in control of Tenant (or any subtenant, assignee or occupant) by operation of law or otherwise shall be deemed an assignment hereunder, including, without limitation, any merger, consolidation, dissolution or any change in the controlling equity interests of Tenant (or any subtenant, assignee, or occupant), whether in a single transaction or a series of related transactions.

12. RELOCATION OF TENANT

Landlord, at its sole expense, on at least sixty (60) days prior notice, may require Tenant to move from the Demised Premises to another location of comparable size and decor in the

EXAMPLE LEASE ONLY

Building or in another building within the Park in order to permit Landlord to consolidate the Demised Premises with other space leased or to be leased by another tenant. In the event of any such relocation, Landlord will pay all the expenses of preparing and decorating the relocated premises so that they will be substantially similar to the Demised Premises and the expense of moving Tenant's furniture and equipment to the relocated premises. Landlord and Tenant will execute a modification of or supplement to this Lease in respect of and identifying such relocated premises, such to be otherwise on terms identical to the terms hereof.

13. EMINENT DOMAIN

If the whole or more than fifty percent (50%) of the Demised Premises (or use or occupancy of the Demised Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if the owner elects to convey title to the condemnor by a deed in lieu of condemnation, or if all or any portion of the Land or Building are so taken, condemned or conveyed and as a result thereof, in Landlord's judgment, the Demised Premises cannot be used for Tenant's permitted use as set forth herein, then this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and the Fixed Rent and Additional Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If fifty percent (50%) or less of the Demised Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking) and this Lease is not terminated as set forth above, the Fixed Rent and Tenant's Proportionate Share (as defined in Exhibit "C") shall be equitably adjusted (on the basis of the number of square feet before and after such event) on the date when title vests in such governmental or quasi-governmental authority and the Lease shall otherwise continue in full force and effect. In any case, Tenant shall have no claim against Landlord for any portion of the amount that may be awarded as damages as a result of any governmental or quasi-governmental taking or condemnation (or sale under threat of such taking or condemnation); and all rights of Tenant to damages therefor are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of any separate award for moving expenses, dislocation damages or for any other award which would not reduce the award payable to Landlord.

14. CASUALTY DAMAGE

14.1. In the event of damage to or destruction of the Demised Premises caused by fire or other casualty, or any such damage or destruction to the Building or the facilities necessary to provide services and normal access to the Demised Premises in accordance herewith, Landlord, after receipt of written notice thereof from Tenant, shall undertake to make repairs and restorations with reasonable diligence as hereinafter provided, unless this Lease has been terminated by Landlord or Tenant as hereinafter provided or unless any mortgagee which is entitled to receive casualty insurance proceeds fails to make available to Landlord a sufficient amount of such proceeds to cover the cost of such repairs and restoration. If (i) the damage is of such nature or extent that, in Landlord's judgment, more than three hundred sixty-five (365) days would be required (with normal work crews and hours) to repair and restore the part of the Demised Premises or Building which has been damaged, or (ii) the Demised Premises or the Building is so damaged that, in Landlord's judgment, it is uneconomical to restore or repair the

EXAMPLE LEASE ONLY

Demised Premises or the Building, as the case may be, or (iii) less than two (2) years then remain in the Lease Term, Landlord shall so advise Tenant promptly, and either party, in the case described in clause (i) above, or Landlord, in the cases described in clauses (ii) or (iii) above, within forty-five (45) days after any such damage or destruction shall have the right to terminate this Lease by written notice to the other, as of the date specified in such notice, which termination date shall be no later than thirty (30) days after the date of such notice.

14.2. In the event of fire or other casualty damage, provided this Lease is not terminated pursuant to the terms of this Article 14 and is otherwise in full force and effect, and sufficient casualty insurance proceeds are available for application to such restoration or repair, Landlord shall proceed diligently to restore the Demised Premises to substantially its condition prior to the occurrence of the damage. Landlord shall not be obligated, however, to repair or restore any improvements, alterations or additions in excess of Building standard tenant improvements (whether or not Tenant has the right or the obligation to remove the same or is required to leave the same on the Demised Premises as of the expiration or earlier termination of this Lease) unless Tenant, in a manner satisfactory to Landlord, assures or agrees to assure payment in full of all costs as may be incurred by Landlord in connection therewith. If there are any such improvements, alterations or additions and Tenant does not assure or agree to assure payment of the cost of restoration or repair as aforesaid, Landlord shall have the right to restore the Demised Premises to substantially the same condition as existed prior to the damage, excepting such improvements, alterations or additions. Tenant shall be responsible for the repair or restoration of all of Tenant's equipment, fixtures and personal property located in or on the Demised Premises, subject to Article 8 and to such other conditions as Landlord may require.

14.3. Landlord shall not insure any improvements, alterations or additions to the Demised Premises in excess of Building standard tenant improvements, or any fixtures, equipment or other property of Tenant. Tenant shall, at its sole expense, insure the value of its leasehold improvements, alterations and additions in excess of Building standard tenant improvements and its fixtures, equipment and personal property located in or on the Demised Premises, for the purpose of providing funds to Landlord and Tenant to repair and restore the Demised Premises to substantially its condition prior to occurrence of the casualty.

14.4. The validity and effect of this Lease shall not be impaired in any way by the failure of Landlord to complete repairs and restoration of the Demised Premises or of the Building within three hundred sixty-five (365) days after commencement of the work, even if Landlord had in good faith notified Tenant that the repair and restoration could be completed within such period, provided that Landlord proceeds diligently with such repair and restoration. In the case of damage to the Demised Premises which is of a nature or extent that Tenant's continued occupancy is in the judgment of Landlord substantially impaired, then the Annual Fixed Rent payable by Tenant hereunder and Tenant's Proportionate Share shall be equitably abated or adjusted for the duration of such impairment.

15. INSURANCE; INDEMNIFICATION OF LANDLORD; WAIVER OF SUBROGATION

15.1. Tenant covenants and agrees to exonerate, indemnify, defend, protect and save Landlord, its representatives and Landlord's managing agent, if any, harmless from and against

EXAMPLE LEASE ONLY

any and all claims, demands, expenses, losses, suits and damages as may be occasioned by reason of (i) any accident or matter occurring in or about the Demised Premises, causing injury to persons or damage to property (including, without limitation, to the Demised Premises), unless such accident or other matter resulted solely from the negligence or otherwise tortious act of Landlord or Landlord's agents or employees, (ii) the failure of Tenant fully and faithfully to perform the obligations and observe the conditions of this Lease, and (iii) the negligence or otherwise tortious act of Tenant or anyone on, in or about the Land, the Building or the Park on behalf of or at the invitation or right of Tenant. Tenant shall maintain in full force and effect, at its own expense, commercial general liability insurance (including a contractual liability and fire legal liability insurance endorsement) naming as an additional insured Landlord and Landlord's managing agent, if any, against claims for bodily injury, death or property damage in amounts not less than \$2,000,000.00 (or such higher limits as may be determined by Landlord from time to time) and business interruption insurance in an amount sufficient to reimburse Tenant for loss of earnings attributable to prevention of access to the Building or the Demised Premises for a period of at least twelve (12) months. All policies shall be issued by companies having a Best's financial rating of A or better and a size class rating of XII (12) or larger or otherwise acceptable to Landlord. At or prior to the Commencement Date, Tenant shall deposit the policy or policies of such insurance, or certificates thereof, with Landlord and shall deposit with Landlord renewals thereof at least fifteen (15) days prior to the expiration thereof. Such policy or policies of insurance or certificates thereof shall have attached thereto an endorsement that such policy shall not be canceled without at least thirty (30) days prior written notice to Landlord and Landlord's managing agent, if any, that no act or omission of Tenant shall invalidate the interest of Landlord under such insurance and expressly waiving all rights of subrogation as set forth below. At Landlord's request, Tenant shall provide Landlord with a letter from an authorized representative of its insurance carrier stating that Tenant's current and effective insurance coverage complies with the requirements contained herein. Any insurance required of Tenant hereunder may be furnished by Tenant under a blanket policy carried by it, provided that such blanket policy shall contain an endorsement that names Landlord as an additional insured, specifically references the Demised Premises, and guarantees a minimum limit available for the Demised Premises equal to or greater than the insurance amounts required under this Article. Each policy evidencing the insurance to be carried by Tenant hereunder shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance.

15.2. Each party hereby releases the other from any and all liability or responsibility to the releasing party or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property covered by insurance then in force, even if any such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This release shall be applicable and in full force and effect, however, only to the extent of and with respect to any loss or damage occurring during such time as the policy or policies of insurance covering such loss or damage shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover thereunder. To the extent available, Landlord and Tenant further agree to provide such endorsements for such insurance policies agreeing to the waiver of subrogation as required herein.

EXAMPLE LEASE ONLY

16. INSPECTION; ACCESS; CHANGES IN BUILDING FACILITIES

16.1. Landlord and its agents or other representatives shall be permitted to enter the Demised Premises at reasonable times and upon reasonable notice (i) to examine, inspect and protect the Demised Premises and the Building, (ii) during the last nine (9) months of the Lease Term, or prior thereto if Tenant vacates the Demised Premises, to show the Demised Premises to prospective tenants, or (iii) to show the Demised Premises to prospective purchasers, lenders and other interested parties. Notwithstanding the foregoing, notice of entry shall not be required in the event of an emergency.

16.2. Landlord shall have access to and use of all areas in the Demised Premises (including exterior Building walls, core corridor walls and doors and any core corridor entrances), any roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, as well as access to and through the Demised Premises for the purpose of operation, maintenance, decoration and repair, provided, however, that except in emergencies such access shall not be exercised so as to interfere unreasonably with Tenant's use of the Demised Premises. Tenant shall permit Landlord to install, use and maintain pipes, ducts and conduits in and through the Demised Premises, provided that the installation work is performed at such times and by such methods as will not materially interfere with Tenant's use of the Demised Premises, materially reduce the floor area thereof or materially and adversely affect Tenant's layout. Landlord and Tenant shall cooperate with each other in the location of Landlord's and Tenant's facilities requiring such access.

16.3. Landlord reserves the right at any time, without incurring any liability to Tenant therefor, to make such changes in or to the Park, the interior and exterior of the Building and the fixtures and equipment thereof, as well as in or to the entrances, passages, doors, doorways and other common areas thereof, and to the Land and any other improvements thereon, as Landlord may deem necessary or desirable; provided that there shall be no change that materially detracts from the character or quality of the Building.

17. DEFAULT

Any other provisions in this Lease notwithstanding, it shall be an event of default ("Event of Default") under this Lease if: (i) Tenant fails to pay any installment of Fixed Rent, Additional Rent or other sum payable by Tenant hereunder when due and such failure continues for a period of ten (10) days, or (ii) Tenant fails to observe or perform any other covenant or agreement of Tenant herein contained and such failure continues after written notice given by or on behalf of Landlord to Tenant for more than fifteen (15) days, or (iii) Tenant uses or occupies the Demised Premises other than as permitted hereunder, or (iv) Tenant assigns or sublets, or purports to assign or sublet, the Demised Premises or any part thereof other than in the manner and upon the conditions set forth herein, or (v) Tenant abandons or vacates the Demised Premises or without Landlord's prior written consent, Tenant removes or attempts to remove or manifests an intention to remove any or all of Tenant's property from the Demised Premises other than in the ordinary and usual course of Tenant's business, or (vi) Tenant files a petition commencing a voluntary case, or has filed against it a petition commencing an involuntary case, under the Federal Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or under any

EXAMPLE LEASE ONLY

similar law, or files or has filed against it a petition or answer in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy law or any similar state law, and, in the case of any such involuntary action, such action shall not be dismissed, discharged or denied within sixty (60) days after the filing thereof, or Tenant consents or acquiesces in the filing thereof, or (vii) if Tenant is a banking organization, Tenant files an application for protection, voluntary liquidation or dissolution applicable to banking organizations, or (viii) a custodian, receiver, trustee or liquidator of Tenant or of all or substantially all of Tenant's property or of the Demised Premises shall be appointed in any proceedings brought by or against Tenant and, in the latter case, such entity shall not be discharged within sixty (60) days after such appointment or Tenant consents to or acquiesces in such appointment, or (ix) Tenant shall generally not pay Tenant's debts as such debts become due, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or (x) any of the foregoing occurs as to any guarantor or surety of Tenant's performance under this Lease, or such guarantor or surety defaults on any provision under its guaranty or suretyship agreement. The notice and grace period provisions in clauses (i) and (ii) above shall have no application to the Events of Default referred to in clauses (iii) through (ix) above or, to the extent applicable, (x).

18. LANDLORD'S REMEDIES

18.1. Upon the occurrence of any Event of Default, Landlord at any time thereafter may at its option exercise any one or more of the following remedies:

(a) Termination of Lease. Landlord may terminate this Lease, by written notice to Tenant, without any right by Tenant to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof. Upon such termination Tenant immediately shall surrender possession of the Demised Premises to Landlord, and Landlord immediately shall become entitled to receive from Tenant an amount equal to the difference between the aggregate of all Fixed Rent and Additional Rent reserved under this Lease for the balance of the Lease Term, and the fair rental value of the Demised Premises for that period, determined as of the date of such termination.

(b) Reletting. With or without terminating this Lease, as Landlord may elect, Landlord may re-enter and repossess the Demised Premises, or any part thereof, and lease them to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the Lease Term; provided, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (i) all Annual Fixed Rent, Additional Rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant determined by deducting from the gross proceeds of any such reletting all of Landlord's expenses, attorneys' fees and expenses, employees' expenses, reasonable alteration costs, expenses of preparation for such reletting and all costs and expenses, direct or indirect, incurred as a result of Tenant's breach of this Lease. Landlord and Tenant agree that Landlord shall have no obligation to mitigate Landlord's damages under this Lease. If the Demised Premises are at the time of any Event of Default sublet or leased by Tenant to others, Landlord may, as Tenant's agent, collect rents due from any subtenant or other tenant and

EXAMPLE LEASE ONLY

apply such rents to the rent and other amounts due hereunder without in any way affecting Tenant's obligation to Landlord hereunder. Such agency, being given for security, is hereby declared to be irrevocable.

(c) Acceleration of Rent. Landlord may declare Fixed Rent and all items of Additional Rent (the amount thereof to be based on historical amounts and Landlord's estimates for future amounts) for the entire balance of the then current Lease Term immediately due and payable, together with all other charges, payments, costs, and expenses payable by Tenant as though such amounts were payable in advance on the date the Event of Default occurred.

(d) Removal of Contents by Landlord. Landlord may remove all persons and property from the Demised Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

(e) Right of Distress and Lien. In addition to all other rights and remedies of Landlord, if an Event of Default shall occur, Landlord shall, to the extent permitted by law, have a right of distress for rent and lien on all of Tenant's fixtures, merchandise and equipment in the Demised Premises, as security for rent and all other charges payable hereunder. TENANT HEREBY WAIVES ANY RIGHT TO DELIVERY OF ANY NOTICE AND HEARING PRIOR TO LANDLORD'S EXERCISE OF ITS RIGHT OF DISTRESS, EITHER PURSUANT TO 68 PA.C.S.A. 250.302 OR OTHERWISE.

(f) SECTIONS 18.1.(f)(i) AND 18.1.(f)(ii) BELOW SET FORTH WARRANTS OF ATTORNEY TO CONFESS JUDGMENTS AGAINST TENANT. IN GRANTING THESE WARRANTS OF ATTORNEY TO CONFESS JUDGMENTS AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT HAS OR MAY HAVE TO PRIOR NOTICES AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

(i) CONFESSION OF JUDGMENT FOR RENT. TENANT IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR SUCH RENT AND OTHER SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS LEASE, WITHOUT STAY OF EXECUTION AND WITH AN ATTORNEY'S COLLECTION FEE OF FIVE PERCENT (5%) OF THE AMOUNT DUE (BUT NOT LESS THAN \$1,000.00), WHICH IS REASONABLE AS AN ATTORNEY'S FEE. TO THE EXTENT PERMITTED BY LAW, TENANT RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A VERIFIED COPY OF THIS

EXAMPLE LEASE ONLY

LEASE IS FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND JUDGMENT MAY BE CONFESSED AS OFTEN AS ANY EVENT OF DEFAULT HEREUNDER OCCURS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE LEASE TERM AND/OR DURING OR AFTER THE EXPIRATION OF ANY EXTENDED OR RENEWAL TERM.

(ii) CONFESSION OF JUDGMENT FOR POSSESSION. TENANT IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE DEMISED PREMISES, WITHOUT STAY OF EXECUTION. TO THE EXTENT PERMITTED BY LAW, TENANT RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A VERIFIED COPY OF THIS LEASE IS FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND JUDGMENT MAY BE CONFESSED AS OFTEN AS ANY EVENT OF DEFAULT HEREUNDER OCCURS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE LEASE TERM AND/OR DURING OR AFTER THE EXPIRATION OF ANY EXTENDED OR RENEWAL TERM. IF SUCH PROCEEDING IS TERMINATED AND THE POSSESSION OF THE DEMISED PREMISES REMAINS IN OR IS RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME EVENT OF DEFAULT AND UPON ANY SUBSEQUENT EVENT OR EVENTS OF DEFAULT, OR UPON THE TERMINATION OF THIS LEASE UNDER ANY OF THE TERMS OF THIS LEASE, TO BRING ONE OR MORE FURTHER ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE DEMISED PREMISES AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE DEMISED PREMISES AS HEREINABOVE PROVIDED.

18.2. PROCEEDINGS. IF PROCEEDINGS SHALL BE COMMENCED BY LANDLORD TO RECOVER POSSESSION UNDER THE ACTS OF ASSEMBLY AND RULES OF CIVIL PROCEDURE, EITHER AT THE END OF THE LEASE TERM OR UPON THE EARLIER TERMINATION OF THIS LEASE, OR FOR NON-PAYMENT OF RENT OR ANY OTHER REASON, TENANT SPECIFICALLY WAIVES THE RIGHT TO ANY AND ALL NOTICES REQUIRED BY THE LANDLORD AND TENANT ACT OF 1951, AS THE SAME MAY BE AMENDED, AND AGREES THAT FIVE (5) DAYS' NOTICE SHALL BE SUFFICIENT IN ALL CASES.

EXAMPLE LEASE ONLY

18.3. Survival of Tenant's Obligations. No expiration or termination of this Lease Term pursuant to Subsection 18.1. (a) or by operation of law or otherwise (except as expressly provided herein), and no repossession of the Demised Premises or any part thereof pursuant to Subsection 18.1. (a) or (b) or otherwise shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession, and Landlord may, at its option, sue for and collect all rent and other charges due hereunder at any time as and when such charges accrue.

18.4. Injunction. In the event of breach or threatened breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity in addition to other remedies provided for herein.

18.5. WAIVER OF REDEMPTION. TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION GRANTED BY OR UNDER ANY PRESENT OR FUTURE LAW IN THE EVENT THIS LEASE IS TERMINATED, OR IN THE EVENT OF LANDLORD OBTAINING POSSESSION OF THE DEMISED PREMISES, OR IN THE EVENT TENANT IS EVICTED OR DISPOSSESSED FOR ANY CAUSE, BY REASON OF VIOLATION BY TENANT OF ANY OF THE PROVISIONS OF THIS LEASE.

18.6. Not Exclusive Right. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

18.7. Expenses. In the event that Landlord commences suit for the repossession of the Demised Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, or Landlord otherwise exercises any remedy provided herein or now or hereafter available at law or in equity, or Landlord otherwise seeks to enforce its rights under this Lease, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred in connection therewith, including reasonable attorneys' fees.

19. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT

If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of Landlord's expense, with interest accruing and payable thereon at the Default Rate as of the date of the expenditure by Landlord or as of the date of payment thereof by Tenant, whichever is higher, from the date paid or incurred by Landlord to the date of payment thereof by Tenant. Such payment and interest shall constitute Additional Rent hereunder due and payable with the next monthly installment of Fixed Rent; but the making of such payment or the taking of such action by Landlord shall not operate to cure such default by Tenant or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

EXAMPLE LEASE ONLY

20. ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, at the request of Landlord, upon ten (10) business days notice, execute and deliver to Landlord a certificate in the form of Exhibit "F" attached hereto or some other reasonable form supplied by Landlord, it being intended that any such certificate delivered pursuant hereto may be relied upon by others with whom Landlord may be dealing. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to execute any such certificates in the event Tenant does not execute and return such certificates within the time period set forth above.

21. HOLDING OVER

If Tenant retains possession of the Demised Premises or any part thereof after the termination of this Lease by expiration of the Lease Term or otherwise, in the absence of any written agreement between Landlord and Tenant concerning any such continuance of the Lease Term, Tenant shall pay Landlord (i) an amount, calculated on a per diem basis for each day of such unlawful retention, equal to the greater of (a) triple the Annual Fixed Rent in effect immediately prior to the expiration or earlier termination of the Lease Term, or (b) the market rental for the Demised Premises, as determined by Landlord, for the time Tenant thus remains in possession, plus, in each case, all Additional Rent and other sums payable hereunder, and (ii) all damages, costs and expenses sustained or incurred by Landlord by reason of Tenant's holding over. Without limiting any rights and remedies of Landlord resulting by reason of the wrongful holding over by Tenant, or creating any right in Tenant to continue in possession of the Demised Premises, all Tenant's obligations with respect to the use, occupancy and maintenance of the Demised Premises shall continue during such period of unlawful retention.

22. SURRENDER OF DEMISED PREMISES

Tenant shall, at the expiration or earlier termination of this Lease, promptly surrender the Demised Premises in good order and condition and in conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear. Any personal property which shall remain in the Demised Premises after the expiration or earlier termination of this Lease shall be deemed to have been abandoned and either may be retained by Landlord as Landlord's property or may be disposed of in such manner as Landlord may see fit, provided that, notwithstanding the foregoing, Tenant shall, upon request of Landlord made prior to or within a reasonable period after the expiration or earlier termination of this Lease, promptly remove from the Building any such personal property at Tenant's sole cost and expense. Should Tenant fail to do so, Landlord may do so, and the cost and expense thereof, together with interest at the Default Rate from the date such costs and expenses are incurred by Landlord, shall be paid by Tenant to Landlord as "Additional Rent" within fifteen (15) days after Tenant is billed therefor. If such personal property or any part thereof shall be sold by Landlord, Landlord may receive and retain the proceeds of such sale as Landlord's property.

23. SUBORDINATION AND ATTORNMENT

This Lease and the estate, interest and rights hereby created are subordinate to (a) any mortgage now or hereafter placed upon the Building or the Land or any estate or interest therein,

EXAMPLE LEASE ONLY

including, without limitation, any mortgage on any leasehold estate, and (b) any lease of the Land or any estate or interest therein, now or hereafter existing, and to all renewals, modifications, consolidations, replacements and extensions of same as well as any substitutions therefor. Tenant agrees that in the event any person, firm, corporation or other entity acquires the right to possession of the Building or the Land, including any mortgagee, ground lessor or holder of any estate or interest having priority over this Lease, Tenant shall, if requested by such person, firm, corporation or other entity, attorn to and become the tenant of such person, firm, corporation or other entity, upon the same terms and conditions as are set forth herein for the balance of the Lease Term. Notwithstanding the foregoing, any mortgagee or ground lessor may, at any time, subordinate its mortgage or ground lease to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage or ground lease without regard to their respective dates of execution and delivery, and in that event, such mortgagee or ground lessor shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the mortgage or ground lease. Tenant, if requested by Landlord, shall execute any such instruments in recordable form as may be reasonably required by Landlord in order to confirm or effect the subordination or priority of this Lease, as the case may be, and the attornment of Tenant to future landlords in accordance with the terms of this Article.

24. **BROKERS**

The parties agree that _____ (the "Broker") is the real estate broker who has brought the parties together in connection with the transactions contemplated hereby (and Landlord shall pay a brokerage commission to Broker on the terms and conditions set forth in a separate agreement between Landlord and Broker). Each party represents and warrants to the other that it, he, she or they have not made any agreement or taken any action which may cause anyone (other than Broker) to become entitled to a commission as a result of the transactions contemplated by this Lease, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person (other than Broker) by reason of such party's breach of its, his, her or their representation or warranty contained in this Article 24.

25. **NOTICES**

All notices or other communications hereunder shall be in writing and shall be sent to the address of the party for whom such notice is intended as set forth below (or to such other address as a party may hereafter designate for itself by notice to the other party as required hereby). Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid, by prepaid overnight delivery service, or by hand delivery. Any such notice or communication shall be deemed to have been given: if hand delivered, then when delivered or when such delivery is refused; if sent by an overnight delivery service, then on the day following the day deposited with such service; or if sent by registered or certified mail, then on the third business day following the date deposited in the United States mails. All notices and communications to Tenant may also be given by leaving same at the Demised Premises during normal business hours.

EXAMPLE LEASE ONLY

25.1. If to Landlord:

Masons Mill Partners, L.P.
c/o Woodmount Company, LLC
1800 Byberry Road, Suite 1410
Huntingdon Valley, PA 19006
Attention: Managing Member

25.2. If to Tenant:

3401/3501 Masons Mill Road or 1800 Byberry Road
Suite _____
Huntingdon Valley, PA 19006
Attention: _____

With a required copy to:

Attention: _____

26. MORTGAGES AND OTHER AGREEMENTS

26.1. In the event that any person, firm, corporation or other entity which is a party to any instrument to which this Lease is subject or subordinate (including, without limitation, any mortgage or ground lease now or hereafter placed upon the Building or the Park or any interest created therein) or their successor(s), succeeds thereunder to the interest of Landlord in the Building or the Park, or acquires the right to possession of the Building or the Park, such person, firm, corporation or other entity shall not be (i) liable for any act or omission of the party named above as Landlord under this Lease; (ii) liable for the performance of Landlord's covenants hereunder which arise and accrue prior to such person, firm, corporation or other entity succeeding to the interest of Landlord hereunder or acquiring such right to possession; (iii) subject to any offsets or defenses which Tenant may have at any time against Landlord; (iv) bound by any Fixed Rent or Additional Rent which Tenant may have paid previously for more than one month in advance; (v) liable for the return of any security deposit which it did not actually receive; or (vi) bound by any amendment or modification hereof relating to the reduction of Fixed Rent or Additional Rent, the shortening of the Lease Term or the effecting of a cancellation or surrender hereof and made without the consent of such person, firm, corporation or other entity.

26.2. Should any prospective mortgagee or ground lessor require a modification or modifications of this Lease, which modification or modifications will not cause an increase in the Fixed Rent or Additional Rent stipulated hereunder or in any other way materially and adversely change the rights or obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following request therefor.

EXAMPLE LEASE ONLY

26.3. In the event of any default by Landlord which would give Tenant the right to exercise any remedy, Tenant shall not exercise any such remedy until it has notified in writing the holder of any mortgage or deed of trust which at the time shall be a lien on all or any portion of the Park or the Building (if the name and address of such holder previously shall have been furnished by written notice to Tenant) of such default, and until a reasonable period for curing such default shall have elapsed following the giving of such notice, during which period the holder shall have failed to commence and continue to cure such default or to cause the same to be remedied or cured.

27. MISCELLANEOUS

27.1. Successors and Assigns. The obligations of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that Landlord and each successive owner of the Building and/or the Land shall be liable only for obligations accruing during the period of its ownership or interest in the Building and from and after the transfer by Landlord or such successive owner of its ownership or other interest in the Building, Tenant shall look solely to the successors in title for the performance of Landlord's obligations hereunder arising thereafter.

27.2. Waivers. No delay or forbearance by Landlord in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by Landlord shall be construed, respectively, to be a waiver of Landlord's rights or to represent any agreement by Landlord to undertake or perform such act or matter thereafter.

27.3. WAIVER OF TRIAL BY JURY. TENANT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE WHERE THE DEMISED PREMISES ARE LOCATED AND IN ANY AND ALL ACTIONS OR PROCEEDINGS ARISING HEREUNDER OR PURSUANT HERETO, AND IRREVOCABLY AGREES TO SERVICE OF PROCESS IN ACCORDANCE WITH ARTICLE 25. LANDLORD AND TENANT AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OR OCCUPANCY OF THE DEMISED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE AND ANY EMERGENCY OR ANY OTHER STATUTORY REMEDY. IT IS FURTHER MUTUALLY AGREED THAT IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDING FOR NON-PAYMENT OF RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING.

27.4. Limitation of Landlord's Liability. Tenant shall look solely to the Building and rents derived therefrom for enforcement of any obligation hereunder or by law assumed or enforceable against Landlord, and no other property or other assets of Landlord shall be subjected to levy, execution or other enforcement proceeding for the satisfaction of Tenant's remedies or with respect to this Lease, the relationship of landlord and tenant hereunder or Tenant's use and occupancy of the Demised Premises.

EXAMPLE LEASE ONLY

27.5. Time of the Essence. All times, wherever specified herein for the performance by Landlord or Tenant of their respective obligations hereunder, are of the essence of this Lease.

27.6. Severability. Each covenant and agreement in this Lease shall for all purposes be construed to be a separate and independent covenant or agreement. If any provision in this Lease or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this Lease, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby; and such provisions in this Lease shall be valid and enforceable to the fullest extent permitted by law.

27.7. Amendment and Modification. This Lease, including all Exhibits hereto, each of which is incorporated in this Lease, contains the entire agreement between the parties hereto, and shall not be amended, modified or supplemented unless by agreement in writing signed by both Landlord and Tenant, except as specifically provided for herein.

27.8. Headings and Terms. The title and headings and table of contents of this Lease are for convenience of reference only and shall not in any way be utilized to construe or interpret the agreement of the parties as otherwise set forth herein. The term "Landlord" and term "Tenant" as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties, except as to any required approvals, consents or amendments, modifications or supplements hereunder when such terms shall only mean the parties originally named on the first page of this Lease as Landlord and Tenant, respectively, and their agents so authorized in writing.

27.9. Tenant Corporate/Company/Partnership Matters. If Tenant is a corporation or a limited liability company, each person signing this Lease on behalf of Tenant represents and warrants that he/she has full authority to do so and that this Lease is fully and completely binding on the corporation or limited liability company. If at any time during the Lease Term hereunder, or any extension or renewal thereof, Tenant shall change its corporate or company name, by operation of law or otherwise, Tenant shall deliver to Landlord a copy of a certificate of name change filed with the state in which Tenant was formed and by which Tenant is then governed evidencing such name change, or such other evidence of Tenant's name change and authority as is reasonably acceptable to Landlord. Such evidence shall be delivered to Landlord within ten (10) days of Tenant's official name change. If Tenant is a general partnership, limited partnership or limited liability partnership, each person or entity signing this Lease for Tenant represents and warrants that he/she or it is a general partner of the partnership, that he/she or it has full authority to sign for the partnership and that this Lease is completely and fully binding on the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition, and, in the event of a name change of the partnership, the same conditions regarding a name change of a corporate or limited liability company Tenant, as stated above, shall apply.

27.10. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

EXAMPLE LEASE ONLY

27.11. Reciprocal Covenant on Notification of ADA Violations. Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Demised Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Demised Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Demised Premises.

27.12. Joint and Several Liability. If Tenant is comprised of more than one signatory, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this Lease.

27.13. Survival. Any covenants set forth in this Lease which, by their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease.

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

LANDLORD:
MASONS MILL PARTNERS, L.P.,
a Pennsylvania limited partnership

By: WOODMOUNT COMPANY, LLC,
a Pennsylvania limited liability
company, its sole general partner

By: _____
Name:
Title: Managing Member

TENANT:

By: _____
Name:
Title:

EXAMPLE LEASE ONLY

EXHIBIT "A"

PLAN OF DEMISED PREMISES

[To be provided when available.]

EXAMPLE LEASE ONLY

EXHIBIT "B"

**FORM OF
CONFIRMATION OF LEASE TERM**

THIS CONFIRMATION OF LEASE TERM is made this _____ day of _____, _____, between MASONS MILL PARTNERS, L.P. ("Landlord") and _____ ("Tenant").

Landlord and Tenant have entered into a certain Agreement of Lease (the "Lease") dated _____, _____ demising certain space consisting of _____ rentable square feet in Building _____, located in the Masons Mill Business Park, Huntingdon Valley, PA 19006. All of the capitalized terms herein shall have the same respective definitions as set forth in the Lease.

Pursuant to the provisions of Article 2 of the Lease, Landlord and Tenant, intending to be legally bound hereby, acknowledge and agree that the Commencement Date is the _____ day of _____, _____, and that the Lease Term shall end on the _____ day of _____, _____, at 11:59 p.m., unless sooner terminated or extended, as provided in the Lease. As supplemented hereby, the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confirmation of Lease Term as of the day and year first written above.

LANDLORD:
MASONS MILL PARTNERS, L.P.,
a Pennsylvania limited partnership

By: WOODMOUNT COMPANY, LLC,
a Pennsylvania limited liability
company, its sole general partner

By: _____[FORM ONLY]_____
Name:
Title:

TENANT:

By: _____[FORM ONLY]_____
Name:
Title:

EXHIBIT "C"

TAXES, OPERATING EXPENSE AND OTHER ADDITIONAL RENT

1. Taxes.

A. Definitions

I. "ADJUSTED TAXES" shall mean the Taxes for any Tax Year, plus the expenses of any contests (administrative or otherwise) of tax assessments or proceedings for refunds incurred during such Tax Year. If Landlord is successful in obtaining a refund for any Tax Year(s), the Adjusted Taxes for the Tax Year(s) to which such refund is applicable shall be recalculated to reflect the amount of the refund received by Landlord, and Tenant shall receive a credit, if appropriate, equal to the amount of the difference between the Tax Adjustment which was actually paid by Tenant and the Tax Adjustment which actually is due, taking into account the amount of the refund.

II. "TAX ADJUSTMENT" shall have the meaning set forth in Subsection 1B below.

III. "TAX ALLOWANCE" shall mean the actual Taxes for Tax Year

IV. "TAX ESTIMATE" shall have the meaning set forth in Subsection 1B below.

V. "TAX STATEMENT" shall mean a statement in writing signed by Landlord, setting forth (a) the Adjusted Taxes for the applicable Tax Year, (b) the Tax Allowance, (c) the Tax Adjustment payable for such Tax Year, or portion thereof, and (d) such other information as Landlord deems appropriate.

VI. "TAX YEAR" shall mean each calendar year, or such other period of twelve (12) months as hereafter may be duly adopted by the applicable governmental or quasi-governmental body or authority or special service district as its fiscal year for purposes of Taxes, occurring during the Lease Term.

VII. "TAXES" shall mean all taxes, charges, impositions, levies, assessments and burdens of every kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, assessed or imposed by any governmental or quasi-governmental body or authority or special service district on and/or with respect to the Land or the Park or their operation or the rents therefrom (including taxes based on gross receipts), whether or not directly paid by Landlord, subject to the following:

EXAMPLE LEASE ONLY

- (1) there shall be excluded from Taxes all income taxes (which shall not be deemed to include taxes based on gross receipts), excess profit taxes, excise taxes, franchise taxes, estate, succession, inheritance and transfer taxes; provided, however, that if, due to a future change in the method of taxation or assessment, any such tax, however designated, shall be imposed in substitution, in whole or in part, for (or in lieu of all or any part of any contemplated increase in) any tax, charge, imposition, levy, assessment or burden which would otherwise be included within the definition of Taxes, such other tax shall be deemed to be included within the definition of Taxes as defined herein to the extent of such substitution or imposition in lieu; and

- (2) there shall be excluded from Taxes any use and occupancy tax, which shall be paid by Tenant to the appropriate governmental authority; provided, however, that Tenant shall pay such use and occupancy tax to Landlord as Additional Rent upon demand if Landlord is required by law to collect such tax for any governmental authority, in which case Landlord shall remit any amounts paid to Landlord to the appropriate governmental authority.

VIII. "TENANT'S PROPORTIONATE SHARE" shall mean a fraction, the numerator of which shall be the rentable square feet of the Demised Premises, and the denominator of which shall be the aggregate rentable square feet in the Park, and, expressed as a percentage, shall be _____% (_____/211,811). If the rentable square feet of the Demised Premises increases or decreases during any Operating Year or Tax Year, the rentable square feet of the Demised Premises for purposes of determining the numerator of the fraction shall be the weighted average of the rentable square feet in the Demised Premises for such Operating Year or Tax Year.

- B. Payment of Tax Adjustment. If the Adjusted Taxes for any Tax Year shall be in excess of the Tax Allowance, Tenant shall pay to Landlord as Additional Rent an amount equal to Tenant's Proportionate Share of such excess. (The amount of Tenant's Proportionate Share of such excess is hereinafter referred to as the "Tax Adjustment".) If the Commencement Date is any date other than the first day of a Tax Year or if the expiration date of the Lease Term is any date other than the last day of a Tax Year, the Tax Adjustment shall be allocated proportionately to the amount of time in such Tax Year that the Lease Term is in effect.

From and after _____, Tenant shall pay to Landlord, on account of the Tax Adjustment for the current Tax Year, monthly installments in advance equal to one-twelfth (1/12) of the estimated Tax Adjustment for such Tax Year (the "Tax Estimate"). Such installments shall be payable on the first day of each month at such place as Landlord may direct. From time to time during any Tax

EXAMPLE LEASE ONLY

Year after _____, Landlord may furnish to Tenant the Tax Estimate for such Tax Year and, on the first day of the first month following the delivery of such Tax Estimate, in addition to the monthly installment of such new Tax Estimate, Tenant shall pay to Landlord (or Landlord shall credit to Tenant) any deficiency (or excess) between (i) the total of the installments paid on account of the Tax Adjustment for such Tax Year, and (ii) the product of one-twelfth (1/12) of such Tax Estimate for such Tax Year and the number of months which have elapsed during such Tax Year prior to the due date of such payment. Until the Tax Estimate for any Tax Year is furnished by Landlord, Tenant shall continue to pay monthly installments on account of such Tax Year's Tax Adjustment based upon the last Tax Estimate provided by Landlord to Tenant. Following the end of each Tax Year after _____, Landlord shall furnish to Tenant a Tax Statement. On the first day of the first month following the delivery of such Tax Statement, Tenant shall pay to Landlord (or Landlord shall credit to Tenant) any deficiency (or excess) between the installments paid on account of the preceding Tax Year's Tax Adjustment and the actual Tax Adjustment for such Tax Year.

Notwithstanding the foregoing, Landlord from time to time during the Lease Term may elect to waive the requirement for payment of monthly installments on account of the Tax Adjustment and, in such case, Tenant shall pay the full amount of any unpaid Tax Adjustment within fifteen (15) days after Tenant receives any Tax Statement. Furthermore, notwithstanding the foregoing, more than one (1) Tax Statement may be sent to Tenant during any Tax Year. Such election by Landlord shall not preclude Landlord from thereafter requiring Tenant to commence paying monthly installments on account of the Tax Adjustment as set forth above.

2. Operating Expense.

A. Definitions.

I. "ESSENTIAL CAPITAL IMPROVEMENT" shall mean (a) a labor saving device, energy saving device or other installation, improvement or replacement which is intended to reduce Operating Expense, whether or not voluntary or required by governmental mandate, or (b) an installation or improvement required by reason of any law, ordinance or regulation which was not applicable to the Park on the date of the execution of this Lease, or (c) an installation or improvement intended to improve the health or safety of tenants in the Park generally, whether or not voluntary or required by governmental mandate.

II. "OPERATING EXPENSE" shall mean all costs and expenses of whatever kind or nature paid or incurred by Landlord from time to time in connection with the ownership, management, maintenance, operation, replacement, restoration and repair of the Park and the Land, all computed on the accrual basis, including, without limitation, the following items:

EXAMPLE LEASE ONLY

- (a) gas, oil, common area electricity, steam, fuel, water, sewer and other utility charges (including surcharges) of whatever nature;
- (b) insurance premiums and the amounts of any deductibles paid by Landlord;
- (c) personnel costs, including, but not limited to, salaries, wages, fringe benefits, taxes, insurance and other direct and indirect costs;
- (d) costs of service and maintenance contracts including, but not limited to, landscaping and security services;
- (e) all other maintenance, repair, restoration and replacement expenses, and the cost of materials, supplies and uniforms;
- (f) Landlord's central office administrative and accounting costs and overhead applicable to the Park;
- (g) all professional fees incurred in connection with the operation of the Park, including, without limitation, accounting fees for preparing the Operating Expense Statement and Tax Statement;
- (h) management fees payable to the managing agent;
- (i) sales and use taxes and any taxes imposed on personal property owned by Landlord and used in connection with the Park and taxes on any of the expenses which are included in Operating Expense;
- (j) decorations for the public portions of the Park; and
- (k) the annual amortization of any Essential Capital Improvement made by Landlord, computed based on the useful life of the improvement with interest at the prime rate referenced in Article 3 of the Lease determined as of the date of completion of such Essential Capital Improvement. If Landlord shall lease such Essential Capital Improvement, then the rentals or other operating costs paid pursuant to such lease shall be included in Operating Expense for each Operating Year in which they are incurred.

Notwithstanding the foregoing, Operating Expense shall not include the following:

- (i) costs to prepare space for occupancy by a new tenant;

EXAMPLE LEASE ONLY

- (ii) costs of capital improvements (except for costs of any Essential Capital Improvement);
- (iii) advertising expenses and leasing commissions;
- (iv) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, but not including costs and expenditures for which Landlord is reimbursed by tenants of the Park pursuant to operating expense or similar reimbursement provisions;
- (v) legal expenses of negotiating and enforcing leases;
- (vi) any charge for routine cleaning, special cleaning or other janitorial services not offered to all tenants of the Park; and
- (vii) any charge for depreciation, interest or rental (except as set forth above with respect to any Essential Capital Improvement).

In determining Operating Expense for any Operating Year, if the Park was less than fully occupied during such entire year, or was not in operation during such entire year, then Operating Expense shall be adjusted by Landlord to reflect the amount that such expenses would normally be expected to have been, in the reasonable opinion of Landlord, had the Park been fully occupied and operational throughout such year, except that in no event shall such adjustment result in the recovery by Landlord of an amount in excess of the actual Operating Expense. In addition, if Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of performance by Landlord, Operating Expense shall nevertheless be deemed to include the amount Landlord would reasonably have incurred if Landlord had in fact performed the work or service at its expense.

III. "OPERATING EXPENSE ADJUSTMENT" shall have the meaning set forth in Subsection 2B below.

IV. "OPERATING EXPENSE ALLOWANCE" shall mean the actual Operating Expense for Operating Year _____.

V. "OPERATING EXPENSE ESTIMATE" shall have the meaning set forth in Subsection 2B below.

VI. "OPERATING EXPENSE STATEMENT" shall mean a statement in writing signed by Landlord, setting forth in reasonable detail (a) the Operating Expense for the applicable Operating Year, (b) the Operating Expense Allowance,

EXAMPLE LEASE ONLY

(c) the Operating Expense Adjustment for such Operating Year, or portion thereof, and (d) such other information as Landlord deems appropriate.

VII. "OPERATING YEAR" shall mean each calendar year, or such other period of twelve (12) months as hereafter may be adopted by Landlord as its fiscal year for purposes of Operating Expense, occurring during the Lease Term.

- B. Payment of Operating Expense Adjustment. If the Operating Expense for any Operating Year shall be in excess of the Operating Expense Allowance, Tenant shall pay to Landlord as Additional Rent an amount equal to Tenant's Proportionate Share (as defined in Subsection 1A of this Exhibit) of such excess. (The amount of Tenant's Proportionate Share of such excess is hereinafter referred to as the "Operating Expense Adjustment".) If the Commencement Date is any date other than the first day of an Operating Year or if the expiration date of the Lease Term is any date other than the last day of an Operating Year, the Operating Expense Adjustment shall be allocated proportionately to the amount of time in such Operating Year that the Lease Term is in effect.

From and after _____, Tenant shall pay to Landlord, on account of the Operating Expense Adjustment for the current Operating Year, monthly installments in advance equal to one-twelfth (1/12) of the estimated Operating Expense Adjustment for such Operating Year (the "Operating Expense Estimate"). Such installments shall be payable on the first day of each month at such place as Landlord may From time to time during any Operating Year after _____, Landlord may furnish to Tenant the Operating Expense Estimate for such Operating Year and, on the first day of the first month following delivery of such Operating Expense Estimate, in addition to the monthly installment of such new Operating Expense Estimate, Tenant shall pay to Landlord (or Landlord shall credit to Tenant) any deficiency (or excess) between (i) the total of the installments paid on account of the Operating Expense Adjustment for such Operating Year, and (ii) the product of one-twelfth (1/12) of such Operating Expense Estimate for such Operating Year and the number of months which have elapsed during such Operating Year prior to the due date of such payment. Until the Operating Expense Estimate for any Operating Year is furnished by Landlord, Tenant shall continue to pay monthly installments on account of such Operating Year's Operating Expense Adjustment based upon the last Operating Expense Estimate provided by Landlord to Tenant. Following the end of each Operating after _____, Landlord shall furnish to Tenant an Operating Expense Statement. On the first day of the first month following the delivery of such Operating Expense Statement, Tenant shall pay to Landlord (or Landlord shall credit to Tenant) any deficiency (or excess) between the installments paid on account of the preceding Operating Year's Operating Expense Adjustment and the actual Operating Expense Adjustment for such Operating Year.

EXAMPLE LEASE ONLY

Tenant shall have the right to inspect the books and records used by Landlord in calculating the Operating Expense Adjustment for a particular Operating Year within thirty (30) days following delivery of the Operating Expense Statement for such year, during regular business hours, after having given Landlord written notice at least ten (10) days prior thereto; provided, however, that Tenant shall make all payments required hereunder without delay. Unless Tenant shall take written exception to any Operating Expense Statement within thirty (30) days after delivery to Tenant of the same, such statement shall be final and binding upon Tenant. Tenant's inspection of Landlord's books and records shall be performed by an employee or employees of Tenant or by a reputable public accounting firm. In no event, however, shall Tenant agree to pay any entity which performs such inspection on a contingent fee or percentage of recovery basis. Tenant agrees that all information obtained by Tenant or by those performing such inspection on behalf of Tenant shall at all times remain confidential, and Tenant further agrees to take such action as is necessary to insure the continued confidentiality of all such information.

3. Minimums. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be entitled to any credit, payment or deduction of any kind if the Adjusted Taxes for any Tax Year are less than the Tax Allowance or if the Operating Expense for any Operating Year is less than the Operating Expense Allowance.
4. Personal Property Taxes. Tenant shall be responsible for all ad valorem taxes on its personal property and on the value of the leasehold improvements in the Demised Premises to the extent that the same exceed Park standard allowances (and if the taxing authorities do not separately assess Tenant's leasehold improvements, Landlord may make a reasonable allocation of imposition to such improvements).
5. Survival. If, upon expiration or termination of this Lease for any cause, the amount of any Additional Rent due under this Lease has not yet been determined, an appropriate payment from Tenant to Landlord, or refund from Landlord to Tenant, shall be made promptly after such determination, and such obligation shall survive the expiration or termination of this Lease.

EXHIBIT "D"

SCHEDULE OF TENANT IMPROVEMENTS

_____ (the "Architect") has prepared, and Landlord and Tenant have reviewed and approved, a certain space plan dated _____ and certain detailed specifications dated _____ for the layout and construction of the improvements to the Demised Premises (together, the "Space Plans"). Promptly following the execution of this Lease by Landlord and Tenant, Landlord shall cause the Architect to prepare detailed construction drawings for all of the work necessary to render the Demised Premises complete and ready for occupancy by Tenant, other than the Tenant's Work (as hereinafter defined) (the "Construction Drawings"). The Construction Drawings shall be prepared in accordance with, and in all respects shall be consistent with, the Space Plans.

The Construction Drawings shall not change without the prior consent of both parties. Notwithstanding the foregoing, Landlord reserves the following rights: (i) to make substitutions of material of equivalent grade and quality when and if any specified material shall not be readily and reasonably available; and (ii) to make changes necessitated by conditions met in the course of construction, provided that Tenant's approval of any substantial change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Construction Drawings, and shall be deemed given if Tenant fails to object within two (2) business days following Landlord's request for such approval). Any change order requested by Tenant shall be made only with Landlord's prior approval, and shall be documented in writing at the regular job meetings. Any increase in the design/architectural/engineering costs and in the costs of construction resulting from any change order requested by Tenant, including, without limitation, any increase in the general conditions and/or fee of the general contractor performing the Landlord's Work (as hereinafter defined), and any other increased costs to such contractor or to Landlord occasioned by or attributable to such change order (including, without limitation, Landlord's administrative fee of _____ percent (___%) of the total cost of completing such change order), shall be the responsibility of Tenant, and shall be paid not from the Tenant Allowance or Tenant's Construction Deposit (as hereinafter defined), but rather shall be paid by Tenant to Landlord at the time of the giving of authorization to such contractor to implement such change order. No such change order shall be implemented unless and until such costs are paid in full. Notwithstanding the foregoing, if the amount of the construction contract with such general contractor and of the other applicable costs (as referenced below) is such that no Tenant's Construction Deposit is required, and the Landlord reasonably determines that there will be savings in the Tenant Allowance to cover all or any portion of any increase in the design/architectural/engineering costs, in the costs of construction and in the other related costs resulting from such change order, then Tenant shall be permitted to use such savings to pay all or such portion of such increase in such costs.

Promptly following the completion of the Construction Drawings or the approval of any change orders, as applicable, Landlord shall advise Tenant whether it shall be obligated to remove portions of the Landlord's Work upon the expiration or earlier termination of the Lease Term, in accordance with Article 8 of this Lease; provided, however, that in no event shall

EXAMPLE LEASE ONLY

Tenant be required to remove any portion of the Landlord's Work which is a typical improvement in first-class office space, unless expressly set forth in this Lease. Without limiting the foregoing, under no circumstances shall the following improvements be deemed "typical": (i) any improvement directly related to any specialty use which is incidental or subordinate to general office use, such as the cooking and related equipment and improvements in any kitchen or cafeteria; (ii) any floor openings, depressed slabs, dumbwaiters, safes or vaults, raised floors, supplemental HVAC or UPS; and (iii) any improvement which contains any Hazardous Substance or does not comply with applicable laws, codes, ordinances, regulations and requirements.

Landlord shall perform all of the "Landlord's Work," which shall consist of standard suite entry signage, keying, off-hour guard service and suite security systems, all work described in the Construction Drawings (including any work resulting from changes in the Construction Drawings approved by Landlord, but excepting any work designated on the Construction Drawings for completion by Tenant) and any required demolition work. Landlord shall have no obligation to perform any work or make any improvements with respect to the Park, the Building or the Demised Premises, other than the Landlord's Work. In the event Landlord is unable to obtain zoning and/or use approval for the Landlord's Work, Landlord shall so notify Tenant and this Lease then shall become null and void and neither party shall have any further liability hereunder to the other. The construction of the Landlord's Work shall be pursued diligently, in a good and workmanlike manner, and in compliance with all applicable laws, codes and regulations.

Tenant hereby appoints _____ as its construction representative ("Tenant's Construction Representative") to act for Tenant with respect to all construction and construction related matters. Tenant may change Tenant's Construction Representative from time to time to another person who is skilled in the construction of tenant improvements in Class A office buildings or who is an officer or management level employee of Tenant, which change shall be effective upon receipt by Landlord of written notice of such change. Tenant's Construction Representative shall be available to attend regularly scheduled and special meetings with Landlord and the general contractor performing the Landlord's Work, and shall be available generally at the Building. Tenant's Construction Representative shall have the authority to act on Tenant's behalf at all times and to bind Tenant with respect to all construction related matters including, but not limited to, scheduling changes and change orders.

Subject to the requirements of Article 8 (including the requirement of obtaining Landlord's written approval prior to commencing any work and the possible removal/reimbursement requirement) and as set forth below, Tenant may, at its sole expense, select and employ its own contractors to install its telecommunications, data and network systems and cabling, its phone system and its systems furniture and wiring (the "Tenant's Work"). All such contractors shall be approved by Landlord in advance, which approval shall not be unreasonably withheld. Such contractors shall have access to the Demised Premises prior to Substantial Completion (as hereinafter defined) of the Landlord's Work for purposes of completing the Tenant's Work, provided, however, that in connection therewith, neither Tenant nor any such contractor shall interfere with or delay the completion of the Landlord's Work. All Tenant's Work shall be subject to coordination with the general contractor performing the

EXAMPLE LEASE ONLY

Landlord's Work, and Tenant agrees to, and to cause its contractors to, conform strictly to the construction schedule established by such general contractor. Notwithstanding anything contained in this Lease to the contrary, Tenant shall be responsible for all electric charges with respect to the Demised Premises after the Landlord's Work is Substantially Completed. Tenant shall not make or cause to be made any alterations or additions to the Demised Premises, whether before or after the Commencement Date, unless with the prior written approval of Landlord, and then only in accordance with the requirements of Article 8, all other requirements of this Lease with respect to work performed by Tenant in the Demised Premises, and such other conditions as Landlord may reasonably require. Such conditions shall include, without limitation, that Tenant maintain or cause its contractors to maintain appropriate insurance coverage and to pay for any increased costs to Landlord occasioned by or attributable to any such alterations or additions, and that Tenant cause each of its contractors to agree in writing to indemnify and save Landlord, its representatives and Landlord's managing agent, if any, harmless from and against all claims, demands, expenses, losses, suits and damages as may be occasioned by reason of the negligence or otherwise tortious act of such contractor or anyone on, in or about the Park, the Land or the Building on behalf of or at the invitation of such contractor.

Except as otherwise specifically set forth herein, Tenant shall be responsible for all costs incurred in connection with the preparation and revision of the Space Plans and the Construction Drawings and in connection with the performance of the Landlord's Work, the Tenant's Work and all other improvements to the Demised Premises including, without limitation, the funding of any construction contingency, the payment of the Construction Management Fee (as hereinafter defined) and the payment of any costs, fees and other compensation payable to the Architect and any engineers (including, without limitation, any architectural or engineering reimbursables). To the extent that the amount of the construction contract with the general contractor performing the Landlord's Work (including any construction contingency), together with the estimated Construction Management Fee and the estimated costs, fees and other compensation payable to the Architect and any engineers, exceeds the Tenant Allowance (as hereinafter defined), at the time of Landlord's execution of the construction contract with such general contractor, Tenant shall deposit with Landlord an amount equal to such excess ("Tenant's Construction Deposit"). Under no circumstances shall Landlord be obligated to cause such general contractor to commence construction of the Landlord's Work unless and until Tenant has deposited Tenant's Construction Deposit with Landlord. The "Construction Management Fee" as used herein shall mean the construction management fee paid to Landlord in an amount equal to _____ percent (____%) of the total cost of completing the Landlord's Work.

Landlord shall pay the first monies expended for the costs of completing the Landlord's Work (including, without limitation, the funding of any construction contingency and the payment of the Construction Management Fee and the costs, fees and other compensation payable to the Architect and any engineers) until the payments toward such costs total _____ Dollars (\$_____) (the "Tenant Allowance"), an amount equal to _____ Dollars (\$_____) per rentable square foot of the Demised Premises. If such costs exceed the Tenant Allowance, they shall be paid first from Tenant's Construction Deposit upon delivery by Landlord to Tenant of invoices for such costs and, thereafter, if the funds deposited in the Tenant's Construction Deposit have been exhausted, Tenant shall pay any excess directly to Landlord no later than fifteen (15) days after being shown invoices therefor.

EXAMPLE LEASE ONLY

Should the actual costs as described above be less than the total of the Tenant Allowance and the Tenant's Construction Deposit, Tenant shall be entitled to the difference between the amounts actually expended and the total of the Tenant Allowance and the Tenant's Construction Deposit. The amount of such difference shall be credited against future amounts due from Tenant to Landlord pursuant to this Lease following the completion of all of the Landlord's Work, including those items identified in the punchlist referenced below; provided, however, that any portion of such difference which is part of Tenant's Construction Deposit shall not be credited against future amounts due as set forth above, but rather shall be paid promptly to Tenant.

Upon Substantial Completion (as hereinafter defined) of the Landlord's Work, Landlord shall notify Tenant, and Tenant's Construction Representative shall inspect the Demised Premises with Landlord no later than two (2) days after delivery 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 the Landlord's Work not actually completed by Landlord which is identified at the time of such inspection on a punchlist prepared by Landlord and Tenant's Construction Representative, which Landlord shall complete promptly and diligently, or (ii) to latent defects in the Landlord's Work which could not reasonably have been discovered at the time of such inspection, provided Tenant notifies Landlord of such defects within ninety (90) days from the date of such inspection. Landlord will correct any such defect of which Landlord is notified within the required period, with reasonable speed and diligence.

Landlord shall use reasonable efforts to have the Landlord's Work Substantially Completed no later than _____ (the "Scheduled Substantial Completion Date"). In the event that the Landlord's Work is not Substantially Completed by that date which is one hundred twenty (120) days following the Scheduled Substantial Completion Date, which date shall be extended for a period of time equal to the aggregate duration of all delays due to governmental regulation, unusual scarcity of or inability to obtain (or to obtain in a timely fashion) labor or materials, union or other labor difficulties, casualty or any cause beyond Landlord's reasonable control, Tenant shall be permitted to terminate this Lease, as its sole and exclusive remedy for Landlord's failure to Substantially Complete the Landlord's Work in a timely fashion and deliver the Demised Premises to Tenant, by giving Landlord written notice at any time within the ten (10) day period immediately following the expiration of such one hundred twenty (120) day period, whereupon this Lease shall terminate and be deemed null and void, and neither party shall have any further rights or obligations hereunder.

The Landlord's Work shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") when all Landlord's Work has been completed, except for items of finishing and construction of a nature not necessary to make the Demised Premises reasonably tenantable for Tenant's use as stated herein. Notwithstanding anything contained herein to the contrary, if any Tenant Delay(s) (as hereinafter defined) occurs, the Landlord's Work shall be deemed Substantially Completed on that date when the Landlord's Work would have been Substantially Completed, but for the Tenant Delay(s). A "Tenant Delay" as used in this Lease shall mean any delay caused by change orders requested by Tenant, caused by the

EXAMPLE LEASE ONLY

performance of the Tenant's Work or any other work or activity in the Demised Premises by or on behalf of Tenant, or otherwise caused by Tenant.

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to deliver possession of the Demised Premises to Tenant following Substantial Completion of the Landlord's Work so long as any Event of Default exists under this Lease and unless and until all amounts payable by Tenant to Landlord pursuant to this Exhibit have been paid in full. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to perform the Landlord's Work], fund the Tenant Allowance or provide Tenant with any credits against future amounts due from Tenant pursuant to this Lease, so long as any Event of Default exists under this Lease. Furthermore, notwithstanding anything contained in this Exhibit to the contrary, Landlord shall be entitled to first deduct from the Tenant Allowance and from any credits against future amounts due from Tenant pursuant to this Lease to which Tenant is entitled, those amounts payable to Landlord by Tenant pursuant to this Exhibit, as well as any amounts that Landlord has expended, or reasonably expects to expend, as a result of any failure of Tenant or its contractors to comply with the terms of this Lease.

EXHIBIT "E"

RULES AND REGULATIONS

1. Definitions.

Wherever in these Rules and Regulations the word "Tenant" is used, it shall be taken to apply to and include Tenant and its agents, employees, invitees, licensees, subtenants and contractors, and is to be deemed of such number and gender as the circumstances require. The word "room" is to be taken to include the space covered by this Lease. The word "Landlord" shall be taken to include the employees and agents of Landlord.

2. Construction.

The streets, sidewalks, entrances, halls, passages, elevators, stairways and other common areas provided by Landlord shall not be obstructed by Tenant, or used by it for any other purpose than for ingress and egress.

3. Washrooms.

Toilet rooms, water-closets and other water apparatus shall not be used for any purposes other than those for which they are constructed.

4. General Prohibitions.

In order to insure proper use and care of the Building, without Landlord's prior written consent, to be withheld or granted in Landlord's sole discretion, Tenant shall not:

- a. Place, erect, maintain or display, or permit to be placed, erected, maintained or displayed, any sign, advertisement, notice or other marking in the Park or on the interior or exterior of the Building, other than any signs which are located within the Demised Premises and are not visible from outside of the Demised Premises;
- b. Make improper noises or disturbances of any kind;
- c. Mark or defile elevators, water-closets, toilet rooms, walls, windows, doors or any other part of the Building;
- d. Place anything on the outside of the Building, including roof setbacks, window ledges and other projections;
- e. Use or place any curtains, blinds, drapes or coverings over any windows or upon the window surfaces which are visible from outside of the Demised Premises, or otherwise obstruct any window;
- f. Other than in connection with normal office decoration, fasten any article, drill holes, drive nails or screws into the walls, floors, woodwork, window mullions, or partitions; nor shall the same be painted, papered or otherwise covered or in any way marked or broken;
- g. Interfere with the heating or cooling apparatus;

EXAMPLE LEASE ONLY

- h. Leave the Demised Premises without locking doors, stopping all office machines (other than those machines required to be operated at all times), and extinguishing all lights;
- i. Install any shades, blinds, or awnings;
- j. Use any electrical heating device;
- k. Install call boxes or any kind of wire in or on the Building;
- l. Manufacture any commodity, or prepare to dispense any foods or beverages, whether by vending or dispensing machines or otherwise (other than as may be permitted in any kitchenette/vending area located within the Demised Premises for use by Tenant's employees), or alcoholic beverages, tobacco, drugs, flowers, or other commodities or articles;
- m. Secure duplicate keys for rooms, except from Landlord, or change the locks of any doors to or in the Demised Premises;
- n. Give its employees or other persons permission to go upon the roof of the Building; or
- o. Place door mats in public corridors.

5. Publicity.

Tenant shall not use the name of the Building or the Park in any way in connection with its business except as the address thereof. Landlord also shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Park or the Building or their desirability as locations for offices; and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

6. Business Machines.

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

7. Movement of Equipment.

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

8. Public Entrance.

Landlord reserves the right to exclude the general public from the Building or the Park upon such days and at such hours as in Landlord's judgment will be for the best interest of the

EXAMPLE LEASE ONLY

Park and the Building and their tenants. Persons entering the Building or the Park after 6:00 p.m. on business days and at all times on Saturdays, Sundays and holidays may be required to sign a register maintained for that purpose.

9. Rights Reserved to Landlord.

Without abatement or diminution in rent, Landlord reserves and shall have the following additional rights:

- a. To change the name and/or street address of the Building or the Park;
- b. To install and maintain a sign or signs on the exterior of the Building or in the Park;
- c. To approve all sources furnishing sign painting and lettering, ice, drinking water, towels and toilet supplies, and other like services used on the Demised Premises;
- d. To make, either voluntarily or pursuant to governmental requirement, repairs, alterations or improvements in or to the Building, the Park or any part thereof and during alterations, to close entrances, doors, windows, corridors, elevators or other facilities, provided that such acts (except in emergencies) shall not unreasonably interfere with Tenant's use and occupancy of the Demised Premises as a whole;
- e. If Tenant vacates all or any portion of the Demised Premises prior to the expiration of the Lease Term, to decorate, remodel, repair, alter or otherwise prepare all or such portion of the Demised Premises for re-occupancy;
- f. To constantly have pass keys to the Demised Premises;
- g. To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building or in the Park; and
- h. To take any and all measures, including inspections, repairs, alterations, additions and improvements to the Demised Premises, to the Building or to the Park, as may be necessary or desirable in the operation of the Building or the Park.

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

10. Regulation Change.

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

EXHIBIT "F"

FORM OF
TENANT ESTOPPEL CERTIFICATE AND STATEMENT

(Tenant)

The undersigned (jointly and severally if more than one) hereby represents, warrants and certifies to MASONS MILL PARTNERS, L.P. (the "Landlord") that it is the tenant and present occupant (the "Tenant") of certain premises (the "Demised Premises") comprising a portion of the real property and improvements in the building (the "Building") located at _____ and that:

1. Basic Lease Terms. The Demised Premises are more specifically described in, and are leased under the provisions of, a lease agreement (the "Lease"), the basic terms of which are described below:

- 1.1 Demised Premises/Building/Suite: _____
- 1.2 Rentable Square Feet of Demised Premises: _____
- 1.3 Date of Lease: _____
- 1.4 Commencement Date: _____
- 1.5 Expiration Date: _____
- 1.6 Current Annual/Monthly Fixed Rent: \$ _____ / \$ _____
- 1.7 Current Monthly Additional Rent: \$ _____
- 1.8 Total Monthly Rent As Of _____: \$ _____
- 1.9 Tenant's Proportionate Share: _____%
- 1.10 Security Deposit: \$ _____
- 1.11 Total Rent Is Paid Through: _____

2. Modifications. The Lease contains all of the understandings and agreements between Tenant and Landlord, and is in full force and effect, without modification, addition, extension, or renewal on the date hereof, except as indicated below:

_____.

3. Acceptance of Demised Premises. Tenant has accepted possession of the Demised Premises and is now in possession of same, and the improvements and space required to be furnished according to the Lease have been fully delivered by Landlord and accepted by Tenant.

4. Options. There are no purchase options, rights of first refusal, rights of first offer, options to terminate, exclusive business rights, or other rights in Tenant to extend or renew the Lease Term or to expand or otherwise modify the Demised Premises, except as indicated below:

EXAMPLE LEASE ONLY

5. Commencement of Rental Obligation. Tenant's obligation to pay rent has commenced, unless indicated below:

6. Rent Payment. No rent has been paid by Tenant in advance under the Lease, except for the Total Monthly Rent, as described above, that became due for the current month.

7. No Tenant Default. Tenant is not in default under the Lease and is current in the payment of any and all charges required to be paid by Tenant, except as indicated below:

8. Subordination and Attornment. In the event that Landlord's interest is conveyed or Landlord otherwise relinquishes possession of the Demised Premises to a third party, including but not limited to any mortgagee or successor in interest to any such mortgagee, the undersigned agrees to attorn to such third party and to recognize such third party as landlord. Tenant agrees to subordinate to any mortgagee or successor in interest to any such mortgagee as more fully set forth in the Lease. Any such attornment or subordination shall be effective and self-operative without the execution of any other instrument by either party hereto but, upon the request of such landlord, the undersigned shall execute and deliver an instrument confirming such attornment or subordination.

9. No defense. Tenant has no defenses, setoffs, basis for withholding of rent, claims or counterclaims against Landlord for any failure of performance of any of the terms of the Lease, nor to the best of Tenant's knowledge are there defaults or breaches by Landlord under the Lease, including, without limitation, defaults relating to the design, condition and tenant uses of the Building.

10. No Prior Assignment or Subletting. Tenant has not assigned, pledged, mortgaged or otherwise transferred or encumbered the Lease or the rental payments thereunder, nor sublet all or any part of the Demised Premises and is not presently permitting the same to be occupied or used by anyone other than Tenant except as indicated below:

11. Use of Premises. Tenant has not accumulated, recycled, stored, treated, spilled, emitted, leaked or disposed of any hazardous, toxic or polluting substances or wastes at the Park. Tenant has not received notice from any governmental agency that it may be responsible for clean-up of the Park or surrounding areas pursuant to the Federal Comprehensive Environmental, Response, Compensation and Liability Act (42 U.S.C.A.

EXAMPLE LEASE ONLY

Section 9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C.A. Section 1151 et seq.), the Clean Water Act of 1977 (33 U.S.C.A. Section 1251 et seq.), or the regulations promulgated thereunder (if applicable), or any other federal, state or local environmental law, regulation or ordinance, as each may be amended from time to time.

The undersigned makes this Certificate and Statement with the understanding that Landlord and any others with which Landlord may be dealing intend to rely upon this Certificate and Statement and the undersigned agrees that they may so rely.

Dated: _____, _____

(Name of Tenant)

By: _____

Name:

Title:

SCHEDULE 1

Trash Removal Rules & Regulations

Normal Office Trash – 4 dumpsters in Park (2 in Phase I; 2 in Phase II) dumpsters emptied 5 times per week (Mon-Fri); no weekend pick-up

- All trash must be bagged.
- No cardboard (cardboard goes in recycling dumpster).
- If the dumpster is full, do not pile trash bags around the outside of the dumpster; please take your trash to another dumpster in the Park (Waste Management will not pick up bags around the dumpster, our mechanics have to do that).

Recycling – 3 dumpsters in Park (1 in Phase I; 2 in Phase II) dumpsters emptied once a week (Wednesday)

- Cardboard and clean office paper recycling ONLY; no aluminum, glass, or plastic (tenants may recycle these items on their own).
- All cardboard boxes MUST be broken down; leaving a box intact takes up a lot of room, resulting in extra expenses for hauling and/or labor.
- All paper must be bagged; no loose paper in the dumpster.
- Styrofoam packing “peanuts” are NOT recyclable. All peanuts should be bagged and put in a regular trash dumpster.

Extra Trash

Large items, such as old furniture or filing cabinets, and bulk items, such as files, may be put in the regular dumpsters. Your cleaners may do this, or you can contact the Management Office to have Building Services dispose of these items for you at a nominal labor charge. If your cleaners will be removing the items, we request that you notify the Management Office of this prior to removal.

**A map indicating dumpster locations throughout the Park is attached for your reference.

EXAMPLE LEASE ONLY

VENDOR INSURANCE REQUIREMENTS

Liability Limits: Vendors' insurance policies must have limits not less than the following:

- (1) Workmen's Compensation Statutory

- (2) Employer's Liability
Each Accident \$ 1,000,000.00
Disease, Policy Limit \$ 500,000.00
Disease, Each employee..... \$ 100,000.00

- (3) Contractor's Comprehensive General Liability
(Including Explosion, Collapse and Underground damage)
 - (a) Bodily Injury - Single Limit per Occurrence \$2,000,000.00

 - (b) Property Damage
Single Limit per Occurrence \$2,000,000.00

 - (c) Products and Completed Operations Insurance:
Maintain for a minimum period of 3 years after
final payment or contract expiration. Vendor shall continue
to provide evidence of such coverage annually.

 - (d) Contractual Liability (Hold Harmless Coverage):

Bodily Injury
Single Limit per Occurrence \$2,000,000.00

Property Damage
Single Limit per Occurrence \$2,000,000.00

 - (e) Personal Injury (with Employment Exclusion deleted):
Aggregate \$2,000,000.00

 - (f) If the General Liability policy includes a
General Aggregate, the General Aggregate
shall be not less than the following \$2,000,000.00

EXAMPLE LEASE ONLY

(4) Automobile Liability

(a) Bodily Injury

Single Limit per Occurrence.....\$1,000,000.00

(b) Property Damage

Single Limit per Occurrence.....\$1,000,000.00

Additional Insured: Masons Mill Partners, L.P. (Landlord) and Woodmount Company, LLC (its sole General Partner) both need to be listed as “Additional Insured” on the Certificate of Insurance.

Mailing Address:

Woodmount Company
1800 Byberry Road, Suite 1410
Huntingdon Valley, PA 19006
215-938-8888 phone
215-790-6249 fax