

Tenant: _____

COMMUNITY SERVICE BUILDING

OFFICE LEASE

**COMMUNITY SERVICE BUILDING
LEASE SUMMARY PAGE**

1. Landlord: Community Service Building Corporation
100 W. 10th Street Suite 201
Wilmington, DE 19801

2. Tenant: _____

3. Suite: Suite _____
_____ Usable square feet
_____ Rentable square feet

4. Building: Community Service Building
100 West 10th Street
Wilmington, DE 19801

5. Term: Five Years

6. Commencement Date: _____

7. Expiration Date: _____

8. Rent Adjustment Date: January 1 of each year (subject to adjustment)

9. Annual Rent: \$_____/yr (\$9.15 per rentable sq. ft./yr), subject to adjustment as set forth in the Lease

10. Monthly Rent: \$_____/month, subject to adjustment as set forth in the Lease

11. Late Charge Five percent (5%) per month of overdue amount

12. Renewal None

13. Renewal Notice Period: N/A

14. First Renewal Date: N/A

15. Permitted Uses: Office uses and uses auxiliary thereto and for no other purpose
[Administration, Conference Center and Training]

16. Security Deposit: None

17. Exhibits and Addenda:	Exhibit A	Description of Leased Premises
	Exhibit B	Landlord Services
	Exhibit C	Rules and Regulations of Building

Initials:

Landlord Representative

Tenant Representative

Date: _____

Date: _____

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Exhibit A	Description of Leased Premises
Exhibit B	Landlord Services
Exhibit C	Rules and Regulations of the Building

COMMUNITY SERVICE BUILDING OFFICE LEASE

THIS LEASE is made and entered into as of _____, 20__, by and between Landlord as identified and having the address set forth on the Lease Summary Page attached hereto and made a part hereof (the “Summary”) and Tenant as identified and having the address set forth on the Summary. This Lease supercedes any other of an earlier date.

Recitals

Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord all that certain space described in EXHIBIT A attached hereto and made a part hereof (the “Premises”), being the Suite identified on the Summary and containing the approximate usable square footage set forth on the Summary, and related access or other space, which Premises constitute a portion of the Building identified on the Summary (the “Building”), on the terms and conditions set forth below:

1. **TERM; RENEWAL**

- (a) **Term.** The term of this Lease is for the Term set forth on the Summary beginning at 12:01 a.m. (prevailing time) on the Commencement Date set forth on the Summary and ending, without the necessity of further notice from either party to the other, at midnight (prevailing time) on the Expiration Date set forth on the Summary.
- (b) **Renewal.** Provided that Tenant is not in default under any of the terms and provisions of this Lease and no circumstances exist which, with the giving of notice or the passage of time, or both, would give rise to a default hereunder, in the event that the term of this Lease is for one (1) year, the term of this Lease shall be automatically extended for four (4) successive periods of one (1) year each unless and until either party shall deliver written notice to the other party, not less than sixty (60) days prior to the expiration of the then current term, that such party elects not to renew this Lease. In such event, this Lease shall expire at the end of the then current term and may not be further renewed.

2. **RENT**

- (a) **Annual Rent.** Until the first Determination Date (as defined in Section 9), the Annual Rent shall be the amount set forth in the Summary under the heading “Annual Rent” (subject to adjustment as provided in Section 9). Thereafter, the Annual Rent for each 12-month period following a Determination Date (subject to adjustment as provided in Section 9) shall be the product of (i) Tenant’s rentable square feet as set forth on the Summary, times (ii) the sum of Real Estate Taxes and Operating Costs (as defined in Section 9) (each as budgeted by Landlord on a Building per square foot basis) plus the then applicable Capital Reserve Charge (as defined in Section 9) per rentable square foot. Annual Rent shall be payable in equal advance monthly installments, without demand, notice or setoff beginning on the Commencement Date, and continuing the first day of each month thereafter during the term hereof. If the Commencement Date is other than the first day of the month, Tenant shall pay on that date an amount equal to the Annual Rent divided by 365 and multiplied by the number of days beginning with that date and ending with the last day of the month in which that date occurs. If the Expiration Date is other than the last day of the month, Tenant shall pay on the date the last monthly installment of Annual Rent is due, an amount equal to the Annual Rent divided by 365

and multiplied by the number of days beginning with the installment due date and ending with the Expiration Date.

- (b) **Additional Rent.** In addition to the Annual Rent referenced in Section 2(a), Tenant shall be responsible for the payment of all additional sums designated in this Lease as “additional rent.” Tenant shall pay for additional rent due hereunder within fifteen (15) days following receipt of a statement therefor (together with supporting documentation if appropriate) from Landlord.
- (c) **Late Charge.** Any monthly installments of Annual Rent and additional rent and all other sums becoming due hereunder that are not paid within ten (10) days of the applicable due date shall be subject to a Late Charge, expressed as a percent per month, as set forth on the Summary.
- (d) **Place of Payment.** All rents and other sums payable hereunder, whether on account of Annual Rent, additional rent or otherwise (collectively, the "Rent"), shall be payable, except as otherwise provided herein, to Landlord, without demand, notice or setoff, during normal business hours, at Landlord’s address set forth on the Summary or such other place as Landlord may in writing from time to time direct.

3. **USE OF PREMISES.**

- (a) **Permitted Uses.** Tenant may use and occupy the Premises for the permitted purposes set forth on the Summary. Tenant shall not utilize the Premises for any other purposes, except with the prior written consent of Landlord which Landlord may withhold in its sole and absolute discretion.
- (b) **Compliance.** Tenant shall comply with all requirements of law and of all duly constituted public authorities and with the requirements of the local Board of Fire Underwriters (or other body exercising similar functions), so far as the same may relate to the use or occupancy of the Premises during the Term.
- (c) **Nuisance.** Tenant shall not commit, or permit to be committed, waste on or to the Premises or the Building or maintain, or permit to be maintained, a nuisance thereon or any other activity that unreasonably interferes with the peaceful enjoyment of any co-tenant in the Building, of Landlord, or of any neighbor of the Premises or the Building.
- (d) **Hazardous Substances.**
 - (i) Tenant, at its own cost and expense, agrees to comply with all applicable environmental laws, rules and regulations of the Federal, State, County and Municipal governments and of all other governmental authorities having or claiming jurisdiction over the Premises, the Building or appurtenances thereto, or any part thereof, which are applicable to the Premises and/or the conduct of business thereon.
 - (ii) Tenant shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the Premises or Building, any Hazardous Substances, other than standard office equipment and supplies. As used herein, Hazardous Substances shall be defined as any “hazardous chemical,” “hazardous substance,” “hazardous waste” or similar term as defined in the

Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.), any rules or regulations promulgated thereunder, or in any other present or future applicable federal, state or local law, rule or regulation dealing with environmental protection.

- (iii) In the event Tenant receives any notice that a spill or discharge of any Hazardous Substance has occurred on or about the Premises, Building or into the sewer and/or waste treatment system operated by Landlord from any person or entity, including Delaware Department of Natural Resources and Environmental Control and the United States Environmental Protection Agency (“EPA”), then Tenant shall provide immediate written notice of same to Landlord, detailing all relevant facts and circumstances.
 - (iv) Tenant agrees to indemnify and hold harmless (using counsel acceptable to Landlord) the Landlord, its affiliates and their respective officers, directors, employees, agents and representatives, and each mortgagee of the Premises from and against any and all liabilities, damages, claims, losses, judgments, causes of action, costs and expenses (including the reasonable fees and expenses of counsel and the diminution in value of the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact on marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which may be incurred by the Landlord or any such mortgagee or threatened against the Landlord or such mortgagee, relating to or arising out of any breach by Tenant of this Paragraph 3 (d), which indemnification shall survive the expiration or sooner termination of this Lease. This indemnification of Landlord, its affiliates and their respective officers, directors, employees, agents and representatives, by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Substances present in the soil or ground water on or under the Building which results from such a breach. . Without limiting the foregoing, if any activities or work undertaken by Tenant (whether or not approved or consented to by Landlord) results, directly or indirectly, in any Hazardous Substances contamination of the Premises and/or Building, then Tenant shall be solely responsible, at Tenant's expense, for the remediation of such contamination in accordance with all applicable laws, codes and regulations; provided that the Landlord's approval of such actions, and the contractors to be used by Tenant in connection therewith, shall first be obtained and provided further that Landlord may elect, in Landlord's sole and absolute discretion, at Tenant's cost, to undertake and/or manage the remediation activities.
 - (v) Landlord, its affiliates, and their respective employees, representatives and agents shall have access to the Building during reasonable hours and upon reasonable notice to Tenant in order to conduct periodic environmental inspections and tests of the Building.
- (e) **Asbestos.** Tenant understands that the Building and Premises contain asbestos. Landlord has engaged experts to survey asbestos conditions in the Building and to remove asbestos from piping, structural steel and flooring. Landlord is advised that any asbestos that is

not being removed is concealed and contained and does not currently pose any known health hazards to Building occupants. Tenant has been afforded access to Landlord's files concerning asbestos conditions in the Building. However, Tenant understands that Landlord does not certify, guarantee or otherwise have liability for the correctness of any studies, reports, evaluations or like materials prepared by third parties. Landlord warrants that it has, and in the future will exercise all reasonable efforts to retain expert consultants, architects and contractors to perform such services as shall cause any asbestos removal to be conducted in accordance with all applicable local, state and federal requirements. Other than any liability arising from Landlord's failure to comply with its obligations as stated in the prior sentence, Landlord shall have no liability or obligations to Tenant or its employees, volunteers or other invitees with respect to any asbestos related matters.

- (f) **ADA Compliance.** Landlord shall be responsible for causing the common areas of the Building to be in compliance with requirements of the Americans with Disabilities Act ("ADA"). Further, to the extent that Landlord assists Tenant in any tenant fitout work in the Premises, Landlord shall exercise reasonable efforts to cause such services to be provided in conformance with all requirements of the ADA. In the event Tenant, with Landlord's consent, makes any alterations to Premises, Tenant shall be responsible for causing such alterations to be performed in conformance with any applicable requirements of the ADA.

- 4. **POSSESSION.** Tenant accepts the Premises in its "as is" condition. Subject to the foregoing, Tenant agrees that it has inspected the current condition of the Premises and the Building and has agreed to lease the Premises as a result of Tenant's inspections and other reviews, and not in reliance of any representation or warranty made by Landlord or by anyone on Landlord's behalf. Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises at the commencement of the lease term, Landlord shall not be liable for any damage caused thereby nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until such time as Landlord can and does offer to deliver possession of the Premises to Tenant and the total rent payable by Tenant and the Commencement Date of the lease term shall both be adjusted accordingly.

5. **SERVICES.**

- (a) **Responsibility to Furnish.** Landlord agrees, subject to further provisions hereof and so long as Tenant is not in default hereunder, to furnish at Landlord's expense the services identified in EXHIBIT B attached hereto and made a part hereof. Landlord's agreement to furnish services shall be subject to the limitations and specifications set forth on EXHIBIT B. In the event Tenant requests, and Landlord agrees to provide, services in excess of those agreed to be provided by Landlord. Tenant shall pay, as additional rent, within ten (10) days of Tenant's receipt of an invoice from Landlord, the reasonable cost of such services.
- (b) **Interruption of Services.** Landlord shall not be liable for any failure to furnish the services identified in EXHIBIT B if such failure is due to a shortage of materials, supplies, labor, services or other causes beyond its reasonable control. Furthermore, Landlord reserves the right to interrupt, curtail, or suspend the services required to be furnished by Landlord under this Section 5 when the necessity therefor arises by reason of accident, emergency, mechanical breakdown, or when required by any law, order or

regulation of any federal, state, county or municipal authority, or for any other cause beyond the reasonable control of Landlord. Landlord shall use due diligence to complete all repairs required of Landlord hereunder or other necessary work as quickly as reasonably possible so that Tenant's inconvenience resulting therefrom may be for as short a period of time as circumstances will permit. No diminution or abatement of rent or other compensation shall or will be claimed by Tenant as a result therefrom, nor shall this Lease or any of the obligations of Tenant hereunder be affected or reduced by reason of such interruption, curtailment or suspension.

6. **REPAIRS.** Subject to the further terms of this Lease, Landlord shall, at its expense, maintain the foundation, roof, exterior walls, common areas, and internal structural components of the Building in good order, condition and repair. Landlord shall also be responsible for the general maintenance and servicing of the Premises, provided, however, that Tenant shall be responsible for the care and maintenance of its own equipment and its trade fixtures, property or installations. Further, Tenant shall be responsible for maintenance, repairs or replacements necessitated by reason of the (i) neglect or misuse of Tenant, or its employees, volunteers or other invitees, (ii) use of the Premises in the manner contrary to the purposes for which the same are leased to Tenant, or (iii) moving property in or out of the Building or by installation or removal of furniture, fixtures, or other property. Unless otherwise instructed by Landlord, maintenance, repairs or replacements for which Tenant is responsible shall be performed by Landlord and shall be billed to Tenant as additional rent.
7. **SURRENDER OF PREMISES.** Tenant shall surrender the Premises to Landlord at the termination of this Lease in the same condition as they are at the beginning of the term, reasonable wear and tear and damage by fire or other casualty not due to the misuse or neglect by Tenant or Tenant's employees, volunteers or other invitees, excepted.
8. **NO ALTERATIONS.**
 - (a) Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord which Landlord may withhold in its sole and absolute discretion. In no event shall any structural change or any change or modification affecting the electrical, communications, plumbing, heating, ventilating, air-conditioning or other building systems (collectively, "Building Systems") be undertaken by Tenant. No alterations, additions or improvements shall be made without Landlord's express prior written approval of the plans and specifications therefor and Tenant shall consult with Landlord regarding any such alterations prior to commissioning any such plans and specifications. Any proposed alterations, additions and improvements shall be done by Landlord or Landlord's contractors at Tenant's sole expense and in such manner as Landlord may from time to time reasonably designate. If Landlord consents or supervises any alterations, additions or improvements made by Tenant, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials or that the same comply with applicable laws, and Landlord hereby expressly disclaims any responsibility or liability for the same.
 - (b) At the expiration or other termination of this Lease, Tenant shall deliver the Premises with all improvements located thereon (except as otherwise herein provided) in good repair and condition, reasonable wear and tear excepted; and shall deliver to Landlord all keys and/or access cards to the Premises. All fixtures, equipment (except as provided in subsection (c) below), improvements, alterations, installations which are attached to the Premises, and any additions and appurtenances made on behalf of Tenant to the Premises

(whether temporary or permanent in character) made in or upon the Premises by Landlord or Tenant shall be Landlord's property on termination or expiration of this Lease and shall remain on the Premises without compensation to Tenant, provided that Landlord, at its option, may by notice to Tenant, require Tenant to remove any such alterations, additions or improvements at Tenant's cost and restore the Premises to the condition of the Premises at the Commencement Date, normal wear and tear excepted.

- (c) All furniture, movable trade fixtures, cabling and equipment installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant elects, and shall be removed if required by Landlord at the termination of this Lease, and if not removed as so required by such date shall, at the option of Landlord, become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Premises or the structure of the Building or the plumbing, electrical or other utilities. Any equipment, fixtures, goods or other property of Tenant not removed by Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall be considered as abandoned and Landlord shall have the right to sell or otherwise dispose of the same in a commercially reasonable manner, at the expense of Tenant, and shall not be accountable to Tenant for any part of the proceeds of such sale, if any. Landlord may have any such property stored at Tenant's risk and expense.
- (d) Any mechanic's lien filed against the Premises, the Building or the Land for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within thirty (30) days after Tenant shall have received notice thereof, at Tenant's expense, by payment, filing the bond required by law or otherwise. In the event Tenant contests any lien or claim, Tenant shall prosecute the contest with reasonable diligence, and Tenant shall at all times effectively stay or prevent any official or judicial sale of the Premises, the Building or the Land and Tenant shall pay or otherwise satisfy any judgment which may be entered against it and thereafter promptly procure and record satisfaction of the release of such lien. If Tenant fails to discharge such lien within thirty (30) days after a final determination against Tenant, Landlord after ten (10) day's notice to Tenant (or lesser time if the Premises, the Building or the Land is threatened with sale or foreclosure), may procure the discharge of such lien by payment or otherwise, and all costs and expenses which Landlord may sustain thereby shall be paid by Tenant as Additional Rent hereunder. In the event that any action shall be brought against Landlord to enforce any such lien, and provided Tenant may exercise all of the rights set forth herein, Tenant shall pay any judgement that may be entered against Landlord, and, in addition thereto, shall pay all costs and expenses that may be incurred by Landlord in the defense of any such action, provided such judgment shall be final and no longer subject to appeal.
- (e) Landlord, at Tenant's expense, and upon the request of Tenant, shall join in any applications for any permits, approvals or certificates required to be obtained by Tenant in connection with any alterations, additions and improvements (provided that the provisions of the applicable laws shall require that Landlord join in such application) and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any cost or expense or liability in connection therewith. Landlord agrees to respond to Tenant with respect to any applications in a commercially expedient fashion.

- (f) Tenant agrees to indemnify, defend and hold harmless Landlord from any and all costs, expenses, claims, causes of action, damages and liabilities of any type or nature whatsoever (including, but not limited to attorneys' fees and costs of litigation) arising out of or relating to the making of any alterations, additions and improvements by Tenant, unless caused in whole or in part by Landlord's gross negligence or willful misconduct. Nothing herein contained shall be construed as constituting the permission of Landlord for a mechanic or subcontractor to file a lien claim against the Premises and Tenant agrees immediately to secure the removal of any such lien which a contractor purports to file against said Premises by payment or otherwise pursuant to law. Any alterations, additions and improvements shall be effected in compliance with all applicable laws, ordinances, rules and regulations of governmental bodies having or asserting jurisdiction over the Premises.
- (g) Tenant shall not deface or injure the Building, and shall pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees or invitees. Tenant shall take good care of the Premises and keep them free from waste and nuisance of any kind. Tenant shall keep the Premises, including any alterations, additions and improvements installed on behalf of Tenant, in good condition, and shall make all necessary non-structural repairs except those caused by fire, casualty or acts of God covered by Landlord's insurance policy covering the Building. If Tenant fails to make the repairs described above within ten (10) days after the occurrence of the damage or injury, Landlord may at its option make such repairs, and Tenant shall, upon demand therefor, pay Landlord for the cost thereof. The performance by Tenant of its obligations to maintain and make repairs shall be conducted only by contractors and subcontractors consented to by Landlord in writing. Tenant agrees to notify Landlord prior to undertaking any such repairs and Landlord reserves the right to make any such repairs on behalf of Tenant and at Tenant's expense.
- (h) In furtherance of the foregoing, Tenant covenants that all repairs undertaken by Tenant, with Landlord's consent, shall be done (i) in a good and workmanlike manner using new materials of good quality, (ii) in accordance with all applicable laws, (iii) pursuant to duly issued permits (including building permits), (iv) in accordance with all rules and regulations relating to construction activities at the Building that may be imposed from time to time by Landlord, (v) without interference with Building operations or with the use and enjoyment of the Building by other tenants and their invitees, (vi) without cost to Landlord and (vii) otherwise in accordance with the provisions of this Lease.
- (i) Tenant shall not place, install or attach any sign to any window or door comprising a part of the Premises, to the exterior of the Premises or to the interior or exterior of the Building without Landlord's prior written consent and except as allowed by applicable laws, ordinances and regulations. Landlord shall maintain a "Directory" in the lobby of the Building and Tenant, in common with all other Tenants, shall have the right to have its name and location displayed on the Directory.

9. GENERAL LEASE CHARGES

- (a) **Real Estate Taxes (included in Annual Rent).** Tenant shall be responsible for the payment of Tenant's proportionate share (based on Tenant's rentable square footage as set forth on the Summary) of Real Estate Taxes as a part of Annual Rent; provided that Tenant shall have no obligation to pay any amount of Real Estate Taxes that are assessed against any portion of the Building that is not occupied by an organization described in

§501(c)(3) of the Internal Revenue Code of 1986, as amended (a “501(c)(3) Entity”). As used herein, the term “Real Estate Taxes” shall mean all taxes, assessments and public charges and fees of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, that may be levied, assessed or imposed upon the, or in respect of, land, Building or improvements located upon the tax parcel of which the Premises is a part (including, without limitation, the Wilmington Downtown Business Improvement District Tax, sewer and water improvements assessments and any fees or charges imposed on charities in lieu of or as a substitute for real estate taxes), and all costs and fees, including reasonable attorney’s fees, incurred by Landlord in contesting any of the above and/or negotiating with public authorities as to any of the above.

- (b) **Operating Costs (Included in Annual Rent).** Tenant shall also be responsible for the payment of a Tenant's proportionate share (based on Tenant’s rentable square footage as set forth on the Summary) of Operating Costs for the Building as a part of Annual Rent. As used herein, the term “Operating Costs” shall mean all expenses incurred by or paid on behalf of Landlord for the operation and maintenance of the Building, which, in accordance with generally accepted accounting principles, are properly chargeable against income, including, by way of illustration and not limitation, the cost and expenses incurred for and with respect to (i) all Real Estate Taxes, (ii) all repairs, replacements and improvements which are appropriate for the continued operation of the Building in a first-class manner, (iii) all utilities, including, without limitation, water, gas, electricity, lighting, sewer and waste disposal, (iv) air conditioning, ventilation and heating costs not otherwise paid for by a tenant or reimbursed by a tenant, (v) lobby and seasonal decorations, (vi) elevators and other equipment costs including, without limitation, the cost of service agreements, and the costs associated with any licenses, permits and inspection fees, and any sales or use tax incurred in connection therewith, (vii) protection and security and alarm service, (viii) interior and exterior landscape and garden maintenance, (ix) snow removal, (x) costs of maintaining easement areas granted to governmental bodies, (xi) costs incurred pursuant to any recorded easements, restrictions, covenants or conditions benefitting or otherwise affecting the Building and/or the land, (xii) maintenance, repair, replacement, painting and cleaning of the common areas, the land and all non-tenant areas of the Building, including, without limiting the generality of the foregoing, the cost of exterior window cleaning (xiii) fire, all risk coverage, earthquake, environmental, boiler and machinery, sprinkler, apparatus, public liability and property damages, rental and plate glass insurance and any insurance required by a mortgagee, (xiv) supplies, (xv) wages, salaries, disability benefits, pensions, hospitalization, retirement plans, group insurance, and other employee benefits respecting employees of the Landlord working at (or to the extent they provide service to) the Building up to and including the grade of building manager, (xvii) uniforms and working clothes for such employees and the cleaning thereof, (xvii) expenses imposed on the Landlord pursuant to law or to any collective bargaining agreement with respect to such employees, (xviii) workmen’s compensation insurance, payroll, social security, unemployment and other similar taxes with respect to such employees, (xix) the cost for a bookkeeper, (xx) professional and consulting fees including, without limitation, legal, accounting and auditing fees incurred by Landlord in connection with the management and operation of the Building and the land, (xxi) association fees or dues, (xxii) the expenses, including payments to attorneys and appraisers incurred by Landlord in connection with any application or proceeding wherein Landlord obtains or seeks to obtain a reduction or refund of the Real Estate Taxes payable or paid upon or against the land or Building, (xxiii) management fees of the Building, and (xxiv) any other expenses

of any other kind whatsoever incurred in managing, operating, maintaining and repairing the Building and the land.

Operating costs shall not include any work or service performed for any tenant at the cost of such tenant. For purposes of determining the amount of Operating Costs during the term of this Lease, if the entire rentable area in the Building shall not have been occupied for any part of the year, Operating Costs shall include the amount of such expenses that would reasonably have been incurred had the entire rentable area of the Building been occupied.

Tenant shall have the right, to be exercised no later than sixty (60) days following the furnishing of annual statements to Tenant (as referenced in Section 9(c) below), upon ten (10) days prior written notice to Landlord, to examine, at a location determined by Landlord, Landlord's backup support and data relating to Operating Costs for the preceding 12-month period.

- (c) **Payment and Adjustment of Amounts Due for Real Estate Taxes and Operating Costs.** Subject to adjustment following each Determination Date as referenced below, Tenant's share of Real Estate Taxes and Operating Costs shall be paid in equal monthly installments as a part of Annual Rent. The annual amount due from Tenant for Real Estate Taxes and Operating Costs for each 12-month period following a Determination Date during the term hereof shall be estimated by Landlord prior to January 1 of each year, or such other annual determination date as may be specified by Landlord (as from time to time specified, the "Determination Date"). As soon as practicable following each Determination Date, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's share of Real Estate Taxes and Operating Costs for the 12-month period preceding the Determination Date. If the total amount paid by Tenant under Section 9(a) or 9(b) for the preceding 12-month period shall be less than the actual amount due from Tenant for such period as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of such statement, and if the total amount paid by Tenant hereunder for any such 12-month period shall exceed the actual amount due from Tenant for such period as shown on such statement, such excess shall be applied by Landlord to the next installment or installments of annual rent or additional rent becoming due under this Lease, or in the event this Lease shall have been terminated not as a result of any default by Tenant hereunder, such overpayment shall be paid directly to Tenant.
- (d) **Interim Annual Rent.** The annual budget in effect for determining amounts due from Tenant for Real Estate Taxes and Operating Costs, between the Commencement Date and the Determination Date is determined by Landlord based upon Landlord's good faith estimates of Real Estate Taxes and Operating Costs. Estimated amounts payable by Tenant through the Determination Date shall be subject to adjustment for the pro-rata portion of the 12-month period from the Commencement Date through the Determination Date in the same manner as provided in Section 9(c).
- (e) **Capital Reserve Charge (Included in Annual Rent).** The Annual Rent shall include a "Capital Reserve Charge." Landlord shall use accumulated capital reserve funds for repairs or replacement of capital items, or capital improvements relating to the Building or other non-recurring or extraordinary items consistent with Landlord's charitable purposes as Landlord reasonably may determine from time to time. In the event Capital

Reserve Charges for Tenant and other tenants in the Building are insufficient to adequately fund the capital reserve account, Landlord may increase the Capital Reserve Charge hereunder during the remaining term of this Lease upon notice to Tenant. Notwithstanding the previous sentence, the Landlord may increase the Capital Reserve Charge effective as of the commencement of any renewal term of this Lease, without limitation as to the amount of the increase. No amount of any Capital Reserve Charges shall be returned or credited to Tenant, whether or not accumulated capital reserve funds are fully expended during the term of this Lease.

- (f) **Other Taxes (Not Included in Annual Rent).** Tenant shall be responsible for and shall pay as additional rent all taxes (other than Real Estate Taxes) that may be assessed or imposed by any lawful authority in respect of the occupancy and use by Tenant of the Premises, whether such tax is imposed on the basis of lease value of the Premises or imposed on any rents reserved hereunder (whether annual rent or additional rent). Without in any way limiting the generality of the foregoing, Tenant shall reimburse Landlord for any tax imposed upon Landlord by reason of 30 Del.C. § 2301(d) or 30 Del.C. § 5402, as amended from time to time, during the term of this Lease.

10. **LIMITATION OF OWNER'S LIABILITY.** Unless and to the extent any of the same shall be caused by Landlord's gross negligence, Landlord and Landlord's agents and employees shall not be liable for, and Tenant hereby releases Landlord and Landlord's agents and employees from, all claims for damage to person or property (including loss or interruption of business) sustained by Tenant, or any person claiming through Tenant, resulting from any fire, accident, or occurrence or condition in or upon the Premises or the Building, including but not limited to, such claims for damage resulting from: (i) any defect in or failure of plumbing, sprinkler systems, heating or air conditioning equipment, elevators, electrical wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the rusting, leaking or running of any tubing, radiant panel, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises or the Building; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Building or any place upon or near the Premises or otherwise; (vii) the falling of any fixture, plaster or stucco, (viii) broken glass; (ix) any act or omission of co-tenants or other occupants of the Building; (x) the exercise of any rights by Landlord under this Lease; (xi) any act or omission of parties other than Landlord, its agents or employees; or (xii) any displacement of Tenant by reason of asbestos removal or the installation of improvements.

Anything in the Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the Building and related land (subject to the prior rights of any mortgagee of the Building and land) for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord of any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord, and no other assets of Landlord or any affiliate of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

No personal liability shall accrue, and no claims whatsoever relating to or arising under this lease or Tenant's occupancy of the Premises shall be made by Tenant, or its employees, volunteers or invitees, against any trustee, director, officer, employee, member or other individual representative, fiduciary or agent of, or contributor to, Landlord.

11. **PARKING.** Landlord has constructed a parking garage in Wilmington, Delaware, on Landlord's property located adjacent to Tatnall Street between Eleventh and Twelfth Streets. Tenant shall have the right to the use of two parking spaces, between the hours of 6:00 a.m. and 5:00 p.m., free of charge, for every whole 1,000 rentable square feet of space leased by Tenant in the Building. Tenant understands that Landlord intends to make spaces in the garage available to the public for transient parking (i) during evening and nighttime hours and (ii) during the day prior to such time as all spaces in the garage available for tenant use have been completely absorbed. Landlord may also allocate some portion of the parking spaces in the garage to other uses. Until such time as all parking spaces in the parking garage that are available for use by Building tenants have been completely absorbed for daytime use in the manner provided for in this Section 11, Tenant's employees, volunteers and other invitees shall have the privilege, in common with those of other tenants in the Building, to use available parking spaces in the garage, free of charge, for daytime parking, by means of a validation system. In addition, Tenant's employees, volunteers and other invitees shall have the right, in common with those of other tenants in the Building, to use the garage, free of charge, for such purposes for evening and night parking from 5:00 p.m. to 6:00 a.m., by means of a validation system. Notwithstanding anything to the contrary contained herein, the foregoing privileges shall be available to Tenant's employees, volunteers and other invitees only during those times when such employees, volunteers and other invitees are actively engaged in Tenant's activities within the Building and at no other times. Landlord reserves the right, in its sole discretion, to revoke the foregoing privileges in the event that Tenant, its employees, volunteers or other invitees shall use the garage and the validated parking privileges at times other than those permitted hereunder. Tenant acknowledges and agrees that the parking garage is for daytime and evening parking only. In no event shall Tenant, its employees, volunteers or invitees use the parking garage for overnight parking or storage of vehicles without the prior written authorization of Landlord.

12. **COMMUNITY PURPOSE AND COMMUNITY CONFERENCE ROOMS.**

- (a) Tenant understands that Landlord's primary mission is to bring together voluntary, charitable, educational, health, social services, governmental and related organizations of the State of Delaware and surrounding areas ("Delaware Charities") in order to assist the coordination of their charitable activities within Delaware, with a view toward maximizing the benefits provided by all of the Delaware Charities to the Delaware community. It is intended that the Building will house multiple Delaware Charities, bringing them into physical proximity so that such Delaware Charities can enjoy efficient and economical use of building space, can make use of common areas and facilities and can better coordinate their services to achieve common charitable goals. Tenant is an entity whose purposes are consistent with achieving the foregoing purposes, Tenant being a 501(c)(3) Entity or otherwise having been determined by Landlord to be an entity providing services consistent with the referenced purposes of Landlord. If Tenant ceases to be a 501(c)(3) Entity or other qualifying entity, Landlord shall have the right to terminate this Lease and leasehold rights and cause Tenant to vacate the Premises upon not less than thirty (30) days notice. Tenant agrees to submit annual budget, program and financial reports to Landlord, as from time to time requested by Landlord. Tenant further agrees to utilize its best efforts to share resources and knowledge with other Building tenants and, where appropriate, to develop cooperative programs leading to increased efficiencies.
- (b) In the event Landlord makes available facilities in the Building for shared use (individually, a "Conference Room" and collectively, the "Conference Rooms"), Tenant

shall have the right, in common with all other Building tenants, to the reasonable use and benefit of such Conference Rooms in furtherance of Tenant's community purposes. Tenant acknowledges and agrees that Conference Room availability is not guaranteed and Landlord reserves the right to limit usage of the Conference Rooms to equitably allocate the Conference Rooms amongst all of the tenants in the Building. Tenant further acknowledges and agrees that use of the Conference Rooms is subject to the following terms and conditions:

- (i) Conference Room use is by prior approval of Landlord by application submitted to the Office of the Landlord as far in advance as reasonably possible.
- (ii) Use of the Conference Rooms is dependent upon the number of people expected to participate in the meeting to be held in the Conference Room, the availability of parking spaces in the parking garage to accommodate the number of expected participants and the date and time of the event to be scheduled.
- (iii) Conference Room use is restricted to those hours that security is on duty at the front reception station.
- (iv) At no time shall the number of people in any Conference Room exceed the capacity of the Conference Room as determined by the regulations of the Fire Marshal.
- (v) The Conference Rooms shall be used for meetings and presentations. They shall not be used for rehearsals or for child care.
- (vi) Conference Rooms are for the exclusive use of Tenants. Tenant shall not be permitted to reserve a Conference Room for any purpose or function which is not directly organized and conducted by Tenant.
- (vii) Tenant must clearly indicate at the time of reserving any Conference Rooms whether or not Tenant's use will involve minors under the age of 18. Further, Tenant must guarantee that all minors will be properly supervised by adults.

Further, Tenant's use of the Conference Rooms is subject to such other reasonable rules and regulations as Landlord may adopt.

- (c) Tenants holding meetings with six (6) or more individuals who do not typically work in the Premises shall notify Landlord of such meetings as far in advance as possible to enable Landlord to manage front desk security issues and parking requirements.

13. NO ASSIGNMENT OR SUBLETTING.

- (a) Tenant shall not assign, mortgage, pledge, or encumber this Lease, or sublet the whole or any part of the Premises, without on each occasion first obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant acknowledges and agrees that regardless of the financial strength of a proposed assignee or sublessee, it shall not be unreasonable for Landlord to withhold its consent to any sublease arrangement or assignment to an entity other than a Delaware Charity or 501(c)(3) Entity.

- (b) This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If Tenant is a corporation, partnership, limited liability company or other business entity or association, any transfer, sale, pledge or other disposition, in any single transaction or cumulatively during the term of this Lease, of fifty percent (50%) or more of the stock or other equity interest in Tenant shall be deemed an assignment of this Lease, and, therefore, prohibited without the prior written consent of Landlord. In the event of any assignment of this Lease made with Landlord's consent, Tenant shall, nevertheless, remain liable for the performance of all of the terms, conditions and covenants of this Lease and will require any assignee to execute and deliver to Landlord an assumption of liability agreement in form satisfactory to Landlord, including an assumption by the assignee of all of the obligations of Tenant and the assignee's ratification of and agreement to be bound by all the provisions of this Lease. Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.
- (c) In addition to Landlord's right to approve of any subtenant or assignee, Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Premises, to recapture the portion of the Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice within sixty (60) days following Landlord's receipt of Tenant's written notice as required above. If this Lease shall be terminated with respect to the entire Premises pursuant to this subparagraph 13(c), the Term of this Lease shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the Term. If Landlord recaptures under this subparagraph (c) only a portion of the Premises, then rent to be paid from time to time during the unexpired Term shall abate proportionately based on the proportion by which the approximate rentable square footage of the remaining portion of the Premises shall be less than that of the Premises as of the date immediately prior to such recapture. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation on the part of Landlord with respect to this Lease, and any commissions which may be due and owing as a result of any proposed assignment or subletting, whether or not the Premises are recaptured pursuant hereto and rented by Landlord to the proposed tenant or any other tenant.
- (d) In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as Additional Rent an amount equal to one hundred percent (100%) of any Increased Rent (as defined below) when and as such Increased Rent is received by Tenant. As used herein, "Increased Rent" shall mean the excess of (i) all rent and other consideration which Tenant is entitled to receive by reason of any sale, sublease, assignment or other transfer of this Lease, over (ii) the rent otherwise payable by Tenant under this Lease at such time. For purposes of the foregoing, any consideration received by Tenant in form other than cash shall be valued at its fair market value as determined by Landlord in good faith.
- (e) Notwithstanding any other provision hereof, Tenant shall have no right to make (and Landlord shall have the absolute right to refuse consent to) any assignment of this Lease

or sublease of any portion of the Premises if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (i) with which Landlord is already in negotiation as evidenced by the issuance of a written proposal; (ii) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (iii) is a governmental agency; (iv) is incompatible with the character of occupancy of the Building; or (v) would subject the Premises to a use which would (A) involve increased personnel or wear upon the Building; (B) violate any exclusive right granted to another tenant of the Building; (C) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or, (D) effect a material violation of any provision of this Lease. Tenant expressly agrees that Landlord shall have the absolute right to refuse consent to any such assignment or sublease and that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord such refusal shall be deemed reasonable.

- (f) Upon any request to assign or sublet, Tenant will pay to Landlord, on demand, a processing fee to cover Landlord's costs, including attorneys' fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Paragraph 13 shall be void.

14. CASUALTY LOSS.

- (a) **Total Destruction.** In the event that the Premises are totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of Tenant or those employed by or acting for him, that the same cannot, in Landlord's opinion, be repaired or restored within a reasonable time, this Lease shall absolutely cease and terminate as of the date of such casualty, and the rent shall abate for the balance of the term.
- (b) **Partial Destruction.** If the damage caused as above is only partial such that, in Landlord's opinion, the Premises can be restored, within a period not to exceed six (6) months, to their condition immediately prior to the damage, Landlord may, at his option, restore the same with reasonable promptness (not to exceed the above referenced six (6) month period), reserving the right to enter upon the Premises for that purpose. Landlord also reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the Building, even though the effect of such entry may be to render the Premises or a part thereof untenable. In either event, the rent shall be apportioned and suspended during the time Landlord is in possession, taking into account the proportion of the Premises rendered untenable and the duration of Landlord's possession. If a dispute arises as to the amount of rent due under this clause, Tenant agrees to pay the full amount claimed by Landlord. Tenant shall, however, have the right to proceed by law to recover the excess payment, if any.
- (c) **Election to Repair.** Landlord shall make such election to repair the Premises or terminate this Lease by giving notice thereof to Tenant within one hundred twenty (120)

days from the day Landlord received notice that the Premises had been destroyed or damaged by fire or other casualty.

- (d) **No Liability.** Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Premises or the termination of this Lease by reason of the destruction of the Premises.
 - (e) **Mutual Waiver of Subrogation.** Each of the parties hereto hereby releases the other, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents, employees, volunteers or invitees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor. The provisions of this Section 14(e) shall govern in the event of a conflict with any other provisions of this Lease.
15. **TENANT INSURANCE.** Tenant will keep in force and effect, at its sole cost and expense, as long as this Lease remains in effect: (i) public liability insurance, including contractual liability, with respect to the Leased Premises in companies and in form and substance acceptable to Landlord with a minimum limit of One Million Dollars (\$1,000,000) on account of bodily injuries to or death of one person, and Three Million Dollars (\$3,000,000) on account of bodily injuries or death as a result of any occurrence, accident or disaster, (ii) property damage with minimum limits of One Million Dollars (\$1,000,000), and (iii) fire and extended coverage insurance on Tenant's personal property, including inventory, trade fixtures, floor coverings, furniture and other property, and Tenants' leasehold improvements. Tenant will further deposit the policy of such insurance, or certificates thereof, with Landlord, which policy or policies shall name Landlord or its designee(s) as additional named insureds and shall also contain a provision stating that such policy or policies shall not be canceled except after ten (10) days written notice to Landlord. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local workmen's compensation or similar statutes, Tenant shall also keep in force, at its sole cost and expense, so long as this Lease remains in effect, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits. If Tenant shall not comply with its covenants made in this Section 15, Landlord may cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay, as additional rent, the premium for such insurance upon Landlord's demand.
16. **LANDLORD INSURANCE.**
- (a) **General.** Landlord shall, during the term hereof, maintain in full force and effect non-assessable hazard and fire insurance with respect to the Building, which insurance shall include protection against those occurrences covered by a standard "extended coverage" clause and shall be in amounts reasonably determined by Landlord. The cost of such insurance shall constitute an Operating Cost of the Building.

- (b) **Increase.** In the event Tenant's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the Premises or the Building above the rate for the least hazardous type of occupancy legally permitted in the Premises, Tenant shall pay, as additional rent, the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. Tenant also shall pay in such event, as additional rent, any additional premium on the rent insurance policy that may be carried by Landlord for its protection against rent loss through casualty.

17. **CONDEMNATION.** If the whole of the Building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord in respect to any compensation for such taking awarded Landlord, whether through a negotiated settlement or through formal condemnation proceedings.

If any part of the Building shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord in respect to any compensation for such taking awarded Landlord, whether through a negotiated settlement or through formal condemnation proceedings; provided, however, that rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation, which is not extensive enough to render the entire Premises unsuitable for the business of Tenant, Landlord shall promptly restore the remaining portion of the Premises to its condition as nearly as possible as existed at the time of such condemnation less the portion lost in the taking and this Lease shall continue in full force and effect and rent shall be adjusted on the basis of the number of square feet taken on a pro-rata basis.

18. **LANDLORD'S RIGHT TO ENTRY.** Landlord and persons designated by it have the right to enter the Premises at reasonable hours to examine the same and to do such work as Landlord is obligated to do under the terms hereof or to do such work as Landlord shall deem necessary for the safety or preservation of the Premises or Building; provided, however, that, except in the case of an emergency, the same shall not interfere unreasonably with the conduct of Tenant's business.

Landlord shall retain duplicate keys to all doors in the Premises and Landlord and its agents, employees and independent contractors shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to prospective purchasers or lenders, to exhibit the same to prospective tenants, to install, maintain, use, repair and replace pipes, cables, ductwork, conduits, utility lines and wires through hung ceiling space and column space within the Premises, provided that such items are not installed in a location which materially interferes with the operation of Tenant's business, and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom; provided, however, that Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Premises as shall be reasonably practicable under the circumstances and shall be accompanied by an employee or agent of Tenant (if Tenant shall so desire).

Landlord shall have the right to display a "For Sale" sign at any time, and also, after notice of either party of intention to terminate this Lease, or at any time within three (3) months prior to the expiration of this Lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of such signs may be placed upon such part at the Premises and/or Building as Landlord may elect and may contain such matter as Landlord shall require. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at reasonable hours at any time.

19. **DEFAULT AND REMEDIES.** In the event that during the term of this Lease (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which has prevented or might prevent compliance by Tenant with the terms of this Lease):
- (a) Tenant shall default in the payment of any Fixed Rent or any Additional Rent or other charge payable monthly hereunder by Tenant to Landlord, on any date upon which the same becomes due; or
 - (b) Tenant shall default in the payment of any other charge payable hereunder which is not due and payable hereunder on a monthly basis, on any date upon which the same becomes due, and such default shall continue for ten (10) days after Landlord shall have given to Tenant a written notice specifying such default; or
 - (c) Tenant shall default in the due keeping, observing or performing of any other covenant, agreement, term, provision or condition of this Lease on the part of Tenant to be kept, observed or performed, and if such default shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a written notice specifying the same, provided, however, that if, at the expiration of such thirty (30) day period, Tenant is diligently attempting to cure such default, then Tenant shall have such additional time as is reasonably necessary to cure such default, but in no event to exceed sixty (60) days;
 - (d) Tenant or any guarantor of Tenant's obligations hereunder shall make an assignment for the benefit of creditors;
 - (e) Any petition shall be filed by or against Tenant or any guarantor of Tenant's obligations hereunder under any section or chapter of the Federal Bankruptcy Act, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations hereunder shall be adjudged bankrupt or insolvent in proceedings filed thereunder; and if an involuntary filing, such petition is not dismissed within sixty (60) days of being filed;
 - (f) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder;
 - (g) Tenant shall vacate, abandon or desert the Premises, or cease operating therein, for a period in excess of ten (10) days notwithstanding that Tenant's personal property may have been left in the Premises;
 - (h) Any lien, writ of execution, attachment or garnishment shall be levied against any interest of Tenant in this Lease, the Premises, or any property located in the Premises.

Then without any notice or demand to Tenant whatsoever, Landlord shall have the right (but not any duty) to exercise one or more of the following remedies:

- (i) Landlord may continue this Lease in full force and effect, and proceed to collect all rents when due.
- (ii) Landlord may terminate Tenant's right of possession (but not this Lease) and enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by entry, dispossessory suit or otherwise, without thereby releasing Tenant from any liability hereunder, without terminating this Lease, and without being liable for prosecution or any claim of damages therefor, and, if Landlord so elects, make such alterations, redecorations and repairs as, in Landlord's judgment, may be necessary to relet the Premises, and Landlord may, but shall be under no obligation to do so, relet the Premises or any portion thereof for such term or terms (which may be for a term extending beyond the Term under this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with or without advertisement, and by private negotiations. Upon each such reletting, all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and the costs of any alterations, repairs, redecorations and restoration; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month are less than the amount of rent to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; and if such rentals and the sums received from such reletting during any month shall be more than the amount of rent to be paid during that month by Tenant hereunder, Tenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. No such reentry or taking of possession of the Premises by Landlord (whether through entry, dispossessory suit or otherwise) shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time elect by written notice to Tenant to terminate this Lease for such previous event of default.
- (iii) Landlord may, without any notice or demand whatsoever, terminate Tenant's rights under this Lease at any time, in which event Tenant shall surrender the Premises to Landlord and if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages in the rent due hereunder, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by entry, dispossessory suit or otherwise, without thereby releasing Tenant from any liability hereunder and without being liable for prosecution or any claim of damages therefor. Upon any such termination, Tenant shall be and remain liable for all obligations of Tenant arising or accruing under this Lease prior to the time of termination and, in addition thereto, all

costs, expenses, losses and damages caused by, resulting from or incurred in connection with said default and/or termination including, but not limited to:

- (A) An amount equal to all unpaid rent that had accrued prior to the time of termination of this Lease;
- (B) An amount equal to (x) the amount of rent that would have accrued under this Lease between (1) the date of termination of this Lease, and (2) the date the calculation is made under this Subparagraph 13(b)(iii)(B) if this Lease had not been so terminated; less (y) any net amounts of rent actually received by Landlord with respect to such time period; plus
- (C) An amount equal to (x) the present value of all rent (assuming that the Additional Rent payable hereunder for the future will be the same as for the most recent Operating Expense Year) which would have accrued under this Lease had this Lease not been terminated, for the period of time between (1) the date of calculation of the amounts due under Subparagraph 13(b)(iii)(B), and (2) the date the Term would have expired if this Lease had not been so terminated; less (y) the present value of rent at that time being actually collected for comparable leases in the immediate geographic area of the Project; and
- (D) An amount equal to (x) all actual costs and expenses, including but not limited to attorneys' fees, that have been incurred by Landlord prior to the date the calculation of said amounts is made, plus (y) the present value of all costs and expenses, including but not limited to attorneys' fees, that with reasonable certainty are likely to be incurred thereafter by Landlord, which are reasonably necessary to compensate Landlord for all economic losses proximately caused by Tenant's default.

In computing the present value of amounts for purposes of Subparagraph 13(b)(iii), a discount rate equal to two percent (2%) in excess of the "discount rate" set forth in the "Money Rates" column of the *Wall Street Journal* shall be used.

- (iv) Without any showing of need or the presence of any statutory or common law grounds, all of which requirements are hereby expressly waived, Landlord may have a receiver appointed to take possession of and relet the Premises, in accordance with Subparagraph 13(b)(ii). Tenant shall pay to Landlord on demand all costs Landlord incurs in connection therewith.
- (v) Landlord may enter upon the Premises, without being liable for prosecution or any claim of damages therefor, and do whatever Tenant is obligated to under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses including, without limitation, attorneys' fees which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or

otherwise. If Landlord at any time, by reason of Tenant's default, pays any sum to cure any default, the sum so paid by Landlord shall be immediately due from Tenant to Landlord on demand, and shall bear interest at the Default Rate from the date paid by Landlord until Landlord shall have been reimbursed by Tenant. Said sum, together with interest thereon, shall be Additional Rent.

- (vi) Landlord may apply all or part of the Security Deposit, as hereinafter defined.
- (vii) Landlord shall have the right to setoff against and deduct from any amounts owed by Landlord to Tenant under this Lease the amount of any payment due by Tenant to Landlord hereunder.

20. **NO CONTINGENCY; WAIVER OR PERFORMANCE.** The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants of this Lease shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
21. **PERFORMANCE OF TENANT'S COVENANTS.** Tenant agrees that it will perform or comply with all of the terms, conditions, and covenants herein expressed on its part to be performed and complied with, and that Tenant will immediately upon receipt of written notice, where notice of non-performance or non-compliance is required by this Lease, comply with the requirements of such notice and further, if Tenant shall violate any term, condition or covenant herein, whether or not notice is required, Landlord may at its option do or cause to be done any or all of the things provided by this Lease and in so doing, Landlord shall have the right to cause its agents, employees and contractors to enter upon the Premises and in such event, shall have no liability to Tenant for any loss or damage resulting in any way from such action; and Tenant agrees to pay as additional rent any monies paid or expenses incurred by Landlord in taking such action, including reasonable counsel fees.
22. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to all underlying leases and to the lien of any mortgage and/or other encumbrances which may now or hereafter affect the Building, the property on which the Building is located or the Premises, and also to all renewals, modifications, consolidations and replacements of said underlying leases and mortgages or other encumbrances, without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant agrees, at the election of such party, to attorn to the lessor or to any holder of any mortgage or other encumbrance to which this Lease is subordinate and to any purchaser or other party claiming from or through the holder. The lessor, mortgagee or other holder, and a purchaser at foreclosure or otherwise claiming from or through the holder, shall not be liable for any obligations of Landlord except those arising while such person is owner of the Premises. Although no instrument or act on the part of Tenant shall be necessary to effectuate the foregoing subordination and attornment, Tenant shall, nevertheless, execute and deliver upon request such further instruments confirming such subordination of this Lease to all underlying leases and to the lien of any such mortgage and/or other encumbrance as shall be desired by any mortgagee or proposed mortgagee, any lessor or proposed lessor or any other like person. Tenant hereby appoints Landlord the attorney-in-fact of Tenant irrevocably (such power of attorney being coupled with an interest) to execute and deliver any such instruments for and in the name of Tenant. Notwithstanding the foregoing, any lessor or holder of any mortgage may at any time subordinate its lease or mortgage to this Lease, without

Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such lease or mortgage without regard to their respective dates of execution and delivery and in that event such lease or mortgage shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the lease or mortgage and had been assigned to such lessor or mortgagee.

23. **NOTICES.** Any notice by either party to the other shall be in writing. Notice shall be deemed given upon receipt unless receipt is refused or otherwise not accepted in which event notice shall be deemed given three days after posting in the United States mail. All notices shall be delivered by certified mail, return receipt requested, or by hand delivery. Notice shall be made to Tenant at the Premises and to Landlord at Landlord's address as set forth in the Summary or at such other address as Tenant or Landlord respectively, may designate in writing to the other party.
24. **ESTOPPEL CERTIFICATE.** Tenant agrees at any time and from time to time, within five (5) days after Landlord's written request, to execute, acknowledge and deliver to Landlord a written request, to execute, acknowledge and deliver to Landlord a written instrument in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), and the dates to which Annual Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of Landlord's interest in this Lease or of any mortgage upon the fee of the Premises, or any part thereof.
25. **HOLDING OVER.** Any holding over after the expiration of the term hereof, without the written consent of Landlord shall, at Landlord's option, be construed to be a tenancy from month to month at a minimum rental of one and one-half times (150%) the monthly rent hereinbefore provided for the month immediately preceding such holdover, and shall otherwise be on the terms and conditions of this Lease. In addition, Tenant further agrees that if it fails to so surrender the Premises, Tenant (i) shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and (ii) if Tenant held over for more than thirty (30) days after the applicable Expiration Date, Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant.
26. **LANDLORD'S LIENS.** In addition to the statutory landlord's lien, Landlord shall have and Tenant hereby grants to Landlord, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach of Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently or which may hereafter be situated on the Premises, and all proceeds therefrom, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent and all other sums of money then due Landlord hereunder shall first have been paid and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the

sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord or its assigns may purchase said property unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this Lease at least ten (10) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and other expenses), shall be applied as a credit against the debts secured by the security interest granted herein. Any surplus shall be paid to Tenant or as otherwise required by law; and Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the said property and the proceeds thereof under the provisions of the Uniform Commercial Code in force in the state. The statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

27. **SECURITY DEPOSIT.** The Security Deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. The Security Deposit shall be paid to Landlord upon the execution and delivery of this Lease by Tenant. Such deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in the event of a default by Tenant. No interest or other such return shall be paid on said Security Deposit unless required by law. Upon any event of default by Tenant, Landlord may (but shall not be obligated to), without prejudice to any other remedy, use the Security Deposit to the extent necessary to fund any arrearage of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied to restore the Security Deposit to its original amount. If there is not then an event of default, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease. If Landlord transfers its interest in the Premises during the Term, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of the Security Deposit. The Security Deposit may be co-mingled or combined with other security deposits and/or escrowed funds held by Landlord.
28. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS ON ANY MATTERS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OF, OR OCCUPANCY OF, THE PREMISES. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON-PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED OF TENANT HEREUNDER UNLESS SUCH COUNTERCLAIM IS MANDATORY UNDER APPLICABLE COURT RULES. THIS WAIVER IS MADE FREELY AND VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER EACH OF THE PARTIES HERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL ON THE SUBJECT.
29. **BROKERAGE.** Tenant and Landlord warrant and represent to each other that neither has dealt with any broker or brokers regarding the negotiation of this Lease. Tenant and Landlord agree to

be responsible for and to indemnify and save the other harmless from and against any claim for a commission or other compensation by any broker claiming to have negotiated with the indemnifying party with respect to the Premises or to have called the said Premises to Tenant's attention or to have called Tenant to Landlord's attention.

30. **LANDLORD'S INABILITY TO PERFORM.** Except as otherwise expressly provided herein, this Lease and the obligation of Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.
31. **PARTIES BOUND.**
- (a) The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to.
 - (b) The term "Landlord" as used in this Lease means only the owner, or the mortgagee in possession, for the time being of the Premises. In the event of any sale or sales of the Land, Building, or the Premises, said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, that the purchaser at any such sale has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder accruing after the date of said purchase.
32. **INTEGRATION.** This Lease (including the Summary) and the Exhibits and Addenda attached hereto, if any, are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of terms thereof; all negotiations, considerations and representations between the parties having been incorporated herein. No course of dealings between the parties, or their officers, employees, agents or affiliates shall be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, undertakings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing executed by the party sought to be bound. All of the terms, definitions, conditions and covenants set forth on the Summary, as well as all Exhibits and Addenda, are incorporated into the text of the Lease by reference.
33. **RIDERS.** The Exhibits and/or Addenda attached hereto on the date hereof are identified on the Summary.
34. **RULES AND REGULATIONS.** EXHIBIT C attached hereto, captioned, "Rules and Regulations of the Building," is made a part hereof and any default by Tenant of any of the provisions thereof, or of any other further reasonable rules and regulations as Landlord may adopt from time to time, shall be considered to be a default under the terms of this Lease.

35. **NO OPTION TO LEASE.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution thereof by Landlord and Tenant.
36. **MISCELLANEOUS.**
- (a) Time is of the essence with respect to all dates and time periods set forth in this Lease.
 - (b) No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.
 - (c) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
 - (d) If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be joint and several obligations of Tenant and such guarantor and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever, including without limitation, in case of any amendments hereto, waivers hereof or failure to give such guarantor any notices hereunder.
 - (e) Landlord and Tenant are not and shall not be deemed to be partners or joint venturers with each other.
 - (l) If Tenant is other than a natural person, Tenant shall deliver to Landlord such legal documentation as Landlord may request to evidence the authority of those signing this Lease to bind the Tenant.
 - (m) This Lease shall be construed and interpreted in accordance with and governed by the laws of the State of Delaware. Should any provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this Lease.
 - (n) The term Landlord as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the Landlord's interest in the Building. Tenant acknowledges and agrees, for itself and its successors and assigns, that no trustee, director, officer, employee or agent of Landlord or any of its affiliates shall be personally liable for any of the terms,

covenants or obligations of Landlord hereunder and Tenant agrees to look solely to Landlord's estate and property in the Building (or the proceeds thereof) for the satisfaction of Tenant's remedies arising out of or related to this Lease..

- (o) Each covenant of Landlord and Tenant under this Lease is independent of each other covenant under this Lease, and no default by either party in performance of any covenant shall excuse the other party from the performance of any other covenant.
- (p) Landlord reserves the right to change the name by which the Building is designated.
- (q) If Landlord brings any action under this Lease or consults or places said Lease, or any amount payable by Tenant hereunder, with an attorney concerning or for the enforcement of Landlord's rights hereunder, Tenant agrees in each and any such case to pay Landlord all costs, including, but not limited to, court costs and attorney's fees in connection therewith.
- (s) Tenant, for itself and all persons claiming through or under Tenant, hereby expressly waives any and all rights which are or may be conferred upon Tenant by any present or future law to redeem the Premises, or to any new trial in any action or ejectment under any provision of law, after re-entry thereupon by Landlord, or after any warrant to dispossess or judgement in ejectment. If Landlord shall acquire possession of the Premises by summary proceedings or in any other lawful manner without judicial proceedings, it shall be deemed a "re-entry" as that term is used herein.
- (t) Any diminution or obstruction of light, air or view by any structure which may be erected on lands adjacent to the Building shall not affect this Lease or impose any liability on Landlord. Tenant shall not acquire any right or easement for the use of any door or passageway in any portion of the Building, except the easement of necessity for ingress and egress, if any, in the doors and passageway(s) directly connecting with the Premises.
- (u) In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security
- (v) Any provision or provisions of the Lease which shall be invalid, void or illegal shall in no way impair or invalidate any other provision hereof, and the remaining provisions hereof shall remain in full force and effect.
- (w) Should any mortgage holder require a modification of this Lease, which modification will not bring about any increased cost or expense to Tenant or in any other way substantially change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease will be so modified.
- (x) Tenant shall not record, or permit to be recorded, this Lease in the Office of the Recorder of Deeds or any other public record office.

- (y) Whenever in this Lease there is a requirement for the consent of Landlord or Tenant with respect to any matter, each of Landlord and Tenant, as applicable, agrees that it shall not unreasonably withhold or delay any such consent, and in considering the same, shall act in good faith consistent with the overall benefit of the Building and achieving the community purpose referenced in Section 12.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal as of the date first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF:

LANDLORD:

COMMUNITY SERVICE BUILDING CORPORATION

Signature: _____ (SEAL)

Witness/Attest

Print Name: _____

Title: _____

TENANT:

Signature: _____ (SEAL)

Witness/Attest

Print Name: _____

Title: _____

EXHIBIT B

Landlord Services

I. The following services shall be furnished by Landlord:

- (i) Heat
- (ii) Air conditioning for ordinary office usage
- (iii) Electricity for lighting and for ordinary office machines
- (iv) Water for drinking, lavatory and office cleaning
- (v) Clearing of ice and snow from sidewalks; sanding and/or salting
- (vi) Replacement of broken glass unless caused by Tenant
- (vii) Janitor and cleaning services
- (viii) Window washing
- (ix) Heating, ventilating, air-conditioning service and repair
- (x) Security

II. Further terms with respect to services provided by Landlord:

- (i) Heat – Landlord shall furnish a reasonable amount of heat to the Premises during normal business hours during the heating season so as to maintain reasonably comfortable temperatures in the Premises under normal office conditions.
- (ii) Air conditioning – Landlord shall furnish a reasonable amount of air conditioning to the Premises during normal business hours during the air conditioning season, so as to maintain reasonably comfortable temperatures in the Premises under normal office conditions.
- (iii) Electrical current – Landlord shall furnish electrical current to the Premises for normal office lighting and electrical outlets on a “rent inclusion” basis (that is, there shall be no separate charge to Tenant for such electrical current which shall be included in Landlord’s services as provided in the Lease) to be used by Tenant in the Premises in such reasonable quantities as may be required by Tenant. The Annual Rent set forth in the Lease includes a charge for electricity service to Tenant for normal office lighting and electrical outlets based upon a maximum electricity consumption of three (3) watts per square foot of Premises for a 120 volt single phase alternating current during normal business hours. Meter(s) or sub-meter(s) for the Premises may be installed at Landlord’s option for the purpose of measuring such consumption. In the event that Tenant’s consumption of electricity exceeds the above maximum use contemplated by the Lease, Tenant will pay Landlord the amounts of such excess as determined by the meter(s) or sub-meter(s) at charges and rates paid by Landlord to the Building's utility supplier, for electricity for the Building. Such additional charges, if any,

shall be submitted to Tenant each month or as soon as practicable after Landlord has been furnished with invoices for the same. Tenant shall pay such charges to Landlord within 15 days of submission by Landlord. Any default by Tenant in the timely payment of any such charge shall be deemed to be in default by Tenant under the Lease. Any change at any time of the character of electrical service shall in no way make Landlord liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain.

- (iv) Water – Water service shall be provided for drinking, lavatory and toilet purposes as is customary for general office use. Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises which will in any way increase the amount of water which Landlord determines to be reasonable for use of the Premises as general office space nor connect with water pipes any apparatus or device for the purpose of using water. If Tenant shall require water in excess of that which is obtainable from existing water pipes and normal for use of the Premises as general office space, Tenant shall first procure the consent of Landlord. Tenant shall pay all costs of meter service and installation of facilities necessary to measure or furnish such excess capacity and the entire cost of all such excess water used.
- (v) As used herein “normal business hours” shall mean 7:30 a.m. to 6:00 p.m. on Monday through Friday, except for all federal and State of Delaware holidays and those additional holidays recognized by Landlord.

EXHIBIT C

Rules and Regulations of the Building

1. Tenant, its employees, volunteers or invitees, shall not in any way obstruct Building sidewalks, parking area or areas, entry passages, corridors, halls, lobby or stairways, or use the same in any way other than as a means of passage to and from their respective offices, nor permit anything to be done in the Premises, nor bring nor keep anything therein which will in any way increase or tend to increase the rate of fire insurance, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with any rules or ordinances established by the Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or down the passages or skylights in the Building, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into or keep within the Building any bicycle or motorcycle; and Tenant agrees that it will pay any damages that Landlord may suffer by a violation of this clause by Tenant, its employees, volunteers or invitees. Tenant shall also be liable to Landlord for any damage caused by it, or employees, volunteers or invitees, to the common areas of the Building, grounds or environs in which the Premises are a part, as well as to any areas outside of such Building designated by Landlord for use by Tenant.
2. Tenant, its employees, volunteers or invitees, shall not be permitted upon the roof of the Building without prior approval of Landlord.
3. Nothing shall be placed on the outside of the Building or the windows, exterior window sills or projections.
4. No animals or birds shall be kept in or about the Premises or permitted therein; provided that this restriction shall not apply to guide dogs for vision impaired persons or other animals providing like assistance to Tenants and their employees, volunteers or invitees (so long as such animals are properly cared for, supervised, and policed while in the Building).
5. Use of any part of the Building as sleeping quarters or living space is prohibited.
6. The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of paris, sweepings, rubbish, ashes, newspaper or any other substance of any kind shall be thrown into them.
7. No sign, advertisement or notice shall be inscribed, planted or affixed on any part of the outside or inside of the Building without the written consent of Landlord. Landlord shall have the right to remove any such sign, advertisement or notice without notice to and at the expense of Tenant. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a firm or person approved by Landlord. Tenant, its employees, volunteers or invitees shall not solicit business in the parking or other common areas of the Building, nor shall Tenant, its employees, volunteers or invitees, distribute any handbills or other advertising matter in the Building.
8. When electric or telephone wiring of any kind is introduced it must be connected as directed by Landlord, and no boring or cutting of walls, woodwork or wires shall be done without the consent

of Landlord. The location of telephones, call boxes and other office equipment affixed to Premises shall be subject to the approval of Landlord.

9. Landlord shall have the right to prescribe the position of all safes and other heavy property brought into the Building, and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Landlord. Landlord will not be responsible for loss of or damage to any such property from any cause, but all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant.
10. Two (2) keys to the Premises shall be furnished by Landlord. Each employee, volunteer or staff member ("Authorized Person") of Tenant shall be given a photographic identification card and access card to access the Premises (collectively, the "Access Cards"). The Access Cards shall not be transferable and must be returned by Tenant to Landlord immediately upon an Authorized Person's termination of employment or otherwise when an Authorized Person no longer has a need for such Access Cards. Tenant shall not install any additional locks on any of the access or interior doors. In the event that Tenant desires additional locks on any interior or access doors, Landlord shall install such additional locks at Tenant's expense.
11. Landlord shall have the right to enter the Premises at all reasonable hours to examine the same, to clean windows or to make such repairs or alterations as shall be deemed necessary for the safety or preservation of the Building.
12. The requirements of Tenant will be attended to only upon application at the office of Landlord. The agents or employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instruction from the office of Landlord. No employee may admit any person (Tenant or otherwise) to any office during security hours without specific instructions.
13. Heating, ventilation and air conditioning (HVAC) will be provided daily whenever the same shall, in Landlord's judgment, be required for the comfortable occupation of the Premises (provided that heat and cooling will be provided only during normal heating and cooling seasons, respectively). Temporary failure to furnish such HVAC shall not be construed as an eviction of Tenant, shall not give Tenant any claim for damages against Landlord and shall not justify Tenant in failing to observe and perform the obligations under the lease.
14. Landlord reserves the right to designate and approve, prior to installation, all types of window shades, blinds, drapes, window ventilators and other similar equipment visible from the outside of the building. No awning shall be permitted on any part of the Premises.
15. Waste and unnecessary use of electricity and other utilities is prohibited.
16. Tenant shall not conduct, directly or indirectly, any auction upon the Premises, or permit any other person to conduct an auction upon the Premises. Tenant agrees not to install goods, wares, merchandise or perishables in the Premises or conduct malodorous activities therein. Tenant further agrees that it will not permit gambling to be conducted in or upon the Premises or use the Premises for any immoral or illegal purpose whatsoever. Tenant agrees not to make any unusual noises in the Building, or permit any of its employees, volunteers or invitees to do so, and further agrees not to play, or permit to be played, any musical instrument in the Premises, or permit its employees, volunteers or invitees to do so, and agrees not to cause any unusual odors to be produced upon the Premises. Tenant further agrees to use the Premises in conformity with all laws,

regulations and ordinances and to keep the Premises in good condition and free of garbage and other rubbish.

17. All glass, locks and trimmings in or upon the doors and windows belonging to the Building shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Landlord and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Tenant upon entering upon possession of any part of the Building, or during the tenancy.
18. While the Building is in charge of a security officer, every person entering or leaving the Building is expected to be questioned by such security officer as to his business in the Building if unknown to such security officer and may be required to register with the security officer when entering and leaving the Building. All guests and invitees of any Tenant must be properly supervised by Tenant while in the Building. All children entering the Building must be properly supervised by adults responsible for their care. Landlord shall not be responsible for children left to wait unsupervised in the lobby or meeting rooms in the Building. Landlord reserves the right to require Tenant to escort invitees from the lobby to the Premises and from the Premises back to the lobby. Tenant shall be responsible for all actions of its invitees, including, without limitation, vandalism and theft, while such invitees are in the Building.
19. Tenant agrees, at the termination of the tenancy, to return all keys or electronic security passes for doors and waterclosets, all parking access cards and all parking validation stamps.
20. Landlord specifically reserves the right to direct Tenant and employees to park in specific areas or to move or change their designated parking area, either permanently or temporarily, so as to allow for repairs, snow removal or sanding, etc. Parking in Landlord's parking garage shall be on an unassigned basis, and Tenant has no rights to any particular parking space. No motor vehicles shall be stored or left abandoned in the garage and Landlord shall have the right to have any such vehicle towed away or otherwise removed at the expense of Tenant.
21. Tenant shall not allow open flames to be lit within the Premises or allow the use of auxillary heating devices, space heaters, hot plates with exposed elements or any other device which could cause a fire in the Premises. All microwave ovens shall be attended to at all times when cooking and all coffee makers and coffee pots shall have automatic shut-off devices.
22. Tenant shall not utilize the areas outside its Premises without first obtaining Landlord's consent and shall notify Landlord and the security officers in advance of scheduled group meetings.
23. The Directory of the Building will be provided exclusively for the display of the name and location of Tenant (firms and agencies) only and Landlord reserves the right to exclude any other names therefrom.
24. Tenant shall not employ any person or persons other than the janitor of Landlord for the purposes of cleaning the Premises. Except with written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause Landlord any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness within the Premises. Landlord shall not be responsible to any Tenant for the loss of property within the Premises, however occurring.
25. Tenant shall fully cooperate with Landlord's efforts to maintain security and to provide safety for all persons working or visiting the area. Access to the Building, or to its halls, corridors, elevators or

stairways in the Building or to the Premises may be refused unless the person seeking access is known to the person or employee in the Building in charge and has a pass or is properly identified. Landlord shall in no case be liable for damages from any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors otherwise, for the safety of tenants and protection of property in the Premises and the Building.

26. Landlord maintains a non-smoking policy within the Building and in front of the Building along 10th Street.
27. Tenant agrees to keep in the Premises in a neat and clean condition at all times. Upon the expiration or sooner termination of this Lease, Tenant shall remove all items of personal property which Tenant has brought into the Premises and surrender the Premises to Landlord in the same condition as when received, free and clear of all debris, in broom clean condition, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.
28. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving of the same into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord shall designate. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to distribute the weight properly. Landlord will not be responsible for loss of or damage to any such safe or property from any cause. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any property shall be the sole responsibility of the Tenant, and any expense for said damage or injury shall be borne by the Tenant. Any unwanted furniture and any packing materials from new furniture shall be removed from the Premises and the Building by Tenant, at its sole cost and expense.
29. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators except between such hours and in such specific elevator car as shall be designated by the Landlord.
30. Landlord shall not be responsible for any loss of or damage to the property of Tenant, its employees or invitees in the Building or in the parking garage. Landlord shall not be responsible for any items left with the security guards by or for Tenant, its employees or invitees.
31. All Tenants and their employees and invitees shall promptly evacuate the Building in the event of a fire alarm or other emergency situation and shall follow all instructions given by Landlord and emergency personnel in connection therewith.
32. Landlord reserves the right to make such other or further reasonable rules and regulations as may be found in the Tenant Handbook or as in its judgment may from time to time be needed or desirable for the safety, care, and cleanliness of the Building and for the orderly conduct of business therein. Landlord will give tenants at least thirty (30) days advance written notice of new rules and regulations proposed to be adopted by Landlord, and, in formulating the final language of new rules and regulations, Landlord will consider in good faith any comments received from tenants.

