LEASE

400 FAIRFIELD ROAD OWNER, LLC,
a Delaware limited liability company

as Landlord,

and

EDA INTERNATIONAL, INC.,
a California corporation

as Tenant,

with respect to certain premises comprised of
a parcel of land and the improvements thereon
(containing approximately 368,050 square feet of space)

at

400 Fairfield Road
in
Howell, Township of Howell, New Jersey

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ARTICLE I.	BASIC TERMS

1.1 Reference Subjects. The following terms used in this Lease shall have the meanings set forth below.

Date of Lease:	August 28, 2024
Landlord:	400 Fairfield Road Owner, LLC a Delaware limited liability company
Tenant:	EDA International, Inc. a California corporation
Land:	that certain parcel of land located in Howell, Township of Howell, New Jersey and more particularly described in Exhibit A attached to and hereby made a part of this Lease
Building:	that certain building that as of the Date of Lease is located on the Land, containing approximately 368,050 square feet of space and known as 400 Fairfield Road and roughly depicted on Exhibit A-1 attached to and hereby made a part of this Lease
Premises:	the Land, the Building, and all other improvements (if any) located on the Land, as more particularly depicted on Exhibit A-1 attached to and hereby made a part of this Lease
Term Commencement Date:	The date on which Landlord or an affiliate of Landlord acquires the Premises
Term Expiration Date:	The last day of the month of the fifteenth (15th) Lease Year.
Term:	that period of fifteen (15) years, commencing on the Term Commencement Date and ending on the Term Expiration Date
Lease Year:	the first Lease Year shall start on the Term Commencement Date and end on the last day of the month that is twelve (12) full months after the Term Commencement Date. Each successive twelve (12) month period thereafter during the Term shall also be a "Lease Year".
Permitted Uses:	Warehouse storage and distribution uses, together with office uses and such other uses ancillary to the foregoing uses.
Security Deposit:	$1,288,175, as required to be delivered by Tenant to Landlord pursuant to the terms and conditions of Section 9.10 of this Lease. As set forth in Section 9.10, Tenant may deliver the Security Deposit to Landlord in cash or in the form of a letter of credit.
Guarantor:	EDA Group Holdings Limited, a company incorporated in the Cayman Islands

Guaranty: That certain Guaranty executed and delivered by Guarantor and for the benefit of Landlord as of the Date of Lease, which Guaranty shall be in the form attached to this Lease as Exhibit E and hereby made a part of this Lease.

Period of Time During Term	**Annual Fixed Rent**	**Monthly Payment of Annual Fixed Rent**
The Term Commencement Date to the last day of first Lease Year	$5,152,700.00	$429,391.67
Lease Year 2	$5,307,281.00	$442,273.42
Lease Year 3	$5,466,499.43	$455,541.62
Lease Year 4	$5,630,494.41	$469,207.87
Lease Year 5	$5,799,409.25	$483,284.10
Lease Year 6	$5,973,391.52	$497,782.63
Lease Year 7	$6,152,593.27	$512,716.11
Lease Year 8	$6,337,171.07	$528,097.59
Lease Year 9	$6,527,286.20	$543,940.52
Lease Year 10	$6,723,104.78	$560,258.73
Lease Year 11	$6,924,797.93	$577,066.49
Lease Year 12	$7,132,541.87	$594,378.49
Lease Year 13	$7,346,518.12	$612,209.84
Lease Year 14	$7,566,913.67	$630,576.14
Lease Year 15	$7,793,921.08	$649,493.42

Additional Rent: see Article V of this Lease

Initial Monthly Payment for Annual Fixed Rent: $429,391.67

Tenant's Initial Monthly Payment to Landlord for Estimated Operating Expenses: $103,283.50

Total of Tenant's (A) Initial Monthly Payment to Landlord for Annual Fixed Rent, and (B) Monthly Estimated Operating Expenses Payment:	$532,675.17
Tenant Improvement Allowance:	$1,000,000.00 (see Section 6.8)
Account for Rent Payments:	Account Title: 400 Fairfield Road Owner, LLC Clearing Account Bank: PNC Bank, N.A. Bank Routing Number: 043000096 Account Number: 1085922024 Bank Swift Code: PNCCUS33 (required for international payments) **Note: Rent payments to be sent by wire transfer or by ACH only.**
Exhibits:	A: Description of the Land A-1: Drawing Depicting the Premises B: Rules and Regulations C: Additional Insured Entities D: Form of Confirmation of Term Commencement Date and Term Expiration Date Agreement E: Form of Guaranty

ARTICLE II. LEASE OF PREMISES

2.1 Premises. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Term, subject to and with the benefit of the terms, covenants and conditions of this Lease, and of rights, agreements, easements and restrictions of record applicable to the Premises, all of which Tenant shall perform and observe insofar as the same are applicable to the Premises. Tenant shall have the right to the exclusive use of all portions of the Land at and above grade level as part of the Premises, but Tenant shall not have any right of access, control over or other ability to use any portion of the Land below grade level, all of which is hereby reserved to Landlord. Tenant shall have access to the Premises 24 hours per day, 7 days per week, subject to any casualty and the provisions of this Lease.

2.2 Term. The Term shall begin on the Term Commencement Date and shall end on the Term Expiration Date. Notwithstanding anything to the contrary in this Lease, this Lease shall be contingent on the acquisition by Landlord or an affiliate of Landlord of the Premises. If Landlord or an affiliate of Landlord fails to acquire the Premises on or before October 1, 2024, this Agreement shall automatically terminate, Landlord shall refund to Tenant any sums that Tenant shall have paid to Landlord in connection with this Lease, and each of Landlord and Tenant shall be released from all of their obligations under this Lease. Landlord shall advise Tenant in writing promptly after the acquisition by Landlord or an affiliate of Landlord of the Premises (if such acquisition occurs). Promptly following the occurrence of the Term Commencement Date, Landlord and Tenant shall execute and deliver to each other a "Confirmation of Term Commencement Date, and Term Expiration Date Agreement" substantially in the form attached to and hereby made a part of this Lease as Exhibit D.

ARTICLE III. DELIVERY OF PREMISES

3.1 Delivery of Premises. The Premises are demised and leased subject to the existing state of title as of the Term Commencement Date. On the Term Commencement Date, Landlord shall deliver to Tenant keys, security codes, and/or access codes and alarm codes for the Premises so that Tenant shall be able to access the Premises.

3.2 Existing Conditions. Tenant hereby acknowledges that it accepts the Premises in the condition they are in on the Date of Lease (together with any repairs to which Landlord agrees in writing to perform or to cause to be performed), it being expressly agreed that, except as may be expressly stated in this Lease, neither Landlord nor any person acting under Landlord has made or implied any representations or warranties concerning this Lease, the Premises, or their condition or suitability for Tenant's use. Landlord represents and warrants to Tenant that to Landlord's knowledge (defined below) the Premises are in good condition as of the Date of Lease. As used in this Lease, the term "Landlord's knowledge" means the actual knowledge of Charles McMahon of MCB Real Estate. Charles McMahon shall have no individual liability in connection with this Lease or the Property. To the extent permitted by applicable federal, state and local laws, ordinances, rules, regulations, requirements, orders and directives, as amended and as in effect from time to time (collectively, "Laws"), Tenant waives any right or remedy otherwise accruing to Tenant on account of the condition or suitability of the Premises, or title to the Premises, and Tenant agrees that, subject to the provisions of this Lease, it takes the Premises "as-is," with all faults and without any such representation or warranty, including any implied warranties. Notwithstanding anything to the contrary set forth elsewhere in this Lease, Tenant hereby acknowledges and agrees that Tenant shall be responsible, at Tenant's sole cost and expense, for obtaining and/or maintaining at any time on or before the Term of all federal, state, and/or local approvals, consents, and licenses of any kind whatsoever that shall be necessary or required, or which Tenant may desire, in connection with Tenant's use and occupancy of the Premises pursuant to this Lease, including, without limitation, for the obtaining of any and all required certificates of use and/or occupancy, and that Landlord shall have no obligation of any kind whatsoever in connection therewith, except for cooperating with Tenant's reasonable requests of Landlord (at no expense to Landlord) in connection with Landlord's capacity as the owner of the Premises. Tenant acknowledges that, in order to occupy and conduct business operations in the Premises, Tenant shall be responsible for obtaining, at Tenant's sole cost and expense, a Continuing Certificate of Occupancy ("CCO") from the Township of Howell.

ARTICLE IV. RENT

4.1 Annual Fixed Rent. Commencing as of the Term Commencement Date and continuing on the first (1^{st}) day of each subsequent calendar month during the Term, Tenant shall pay to Landlord the Annual Fixed Rent set forth in Section 1.1 of this Lease.

4.2 Additional Rent. All sums payable by Tenant under this Lease other than Annual Fixed Rent shall be deemed to be "Additional Rent". Except as, and to the extent, expressly provided to the contrary elsewhere in this Lease, Tenant shall pay Additional Rent to Landlord on the dates described in Section 5.1 of this Lease.

4.3 Rent. For purposes of this Lease, "Rent" means, collectively, the Annual Fixed Rent and the Additional Rent. Any payment of Rent made with respect to any period of time during the Term which is less than one (1) full calendar month shall be prorated based on the actual number of days of the calendar month involved. Rent shall be paid either by wire transfer or by ACH only and by no other method.

ARTICLE V. ADDITIONAL RENT

5.1 Additional Rent. Commencing as of the Term Commencement Date and continuing thereafter during the Term, Tenant shall be responsible for making payments of Additional Rent due under this Lease. Except as, and to the extent, expressly provided to the contrary elsewhere in this Lease, Tenant shall pay all Additional Rent then due with the next monthly installment of Annual Fixed Rent. Promptly after Landlord receives a bill for Taxes (defined below) due for the Premises, Landlord shall promptly deliver a true and complete copy of that bill to Tenant. With respect to Taxes, Tenant shall pay any and all amounts due for Taxes directly to the applicable government authority prior to the date such Taxes are due. Promptly after paying amounts due for Taxes, Tenant shall deliver to Landlord written evidence of such payment, provided, that if Tenant fails to promptly deliver such evidence to Landlord, it shall not be a default by Tenant so long as Tenant delivers such evidence within seven (7) days after Landlord's written request for the same. Notwithstanding the foregoing, to the extent that any lender to Landlord or holding a mortgage or deed of trust encumbering the Premises requires Landlord to pay to the applicable government authority any Taxes or requires that amounts for Taxes be escrowed with such lender, then Landlord and Tenant shall revise their procedures relating to Taxes to so accommodate, with the understanding that Taxes shall be paid in the manner prescribed by lender but Tenant shall in all instances be responsible for the payment of any and all amounts due for Taxes applicable to the Term.

5.2 Operating Expenses and Taxes. In addition to Annual Fixed Rent, commencing on the Term Commencement Date, Tenant agrees to pay to Landlord all Operating Expenses, as hereinafter defined for the Premises. Commencing as of the Term Commencement Date and continuing on the first (1st) day of each calendar month occurring thereafter during the Term, Tenant shall pay monthly estimates of Operating Expenses. Commencing as of the Term Commencement Date, Operating Expenses shall be an amount equal to one-twelfth (1/12th) of the Operating Expenses, as reasonably and in good faith estimated by Landlord for the applicable calendar year, including Landlord's estimate for the upcoming amounts due for Taxes and insurance. Within ninety (90) days after the end of each calendar year within the Term, Landlord shall determine the actual amount of Operating Expenses for the expired calendar year (as well as the applicable amounts due for Taxes and insurance as part of Operating Expenses) and deliver to Tenant a written statement of such amount (each, a "Landlord's Operating Expenses Statement"). At least thirty (30) days prior to the start of each calendar year during the Term, Landlord shall endeavor to deliver to Tenant a summary of anticipated Operating Expenses estimated for the upcoming calendar year. If Tenant's total payments of estimated Operating Expenses for any calendar year are less than actual Operating Expenses for such calendar year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall retain such excess and credit it against Tenant's next occurring payments on account of Operating Expenses, or if in the last year of the Term, Landlord shall refund to Tenant such excess. For purposes of calculating Tenant's payment of Operating Expenses, a year shall mean a calendar year, except the last year, which shall end on the Term Expiration Date or any earlier date as of which this Lease shall terminate. At any time (but no more than once during a calendar year) and, following a written explanation to Tenant detailing the Operating Expenses adjustment(s), Landlord may adjust the amount of the estimated Operating Expenses to reflect Landlord's reasonable and good faith estimate of Operating Expenses for the year and, commencing on that date which is thirty (30) days after the date of such notice, Tenant shall begin to make payments to Landlord in accordance with the adjusted amounts designated by Landlord.

For purposes of this Lease, "Taxes" shall mean all taxes, assessments, betterments, excises, user fees and all other governmental charges and fees of any kind or nature, or impositions or agreed payments in lieu thereof or voluntary payments made in connection with the provision of governmental services or improvements of benefit to the Premises (including any so-called linkage, impact or voluntary betterment payments), assessed or imposed or accruing against the Premises or any part thereof (including, without limitation, any personal property taxes levied on Tenant's personal property or on fixtures or equipment used in connection with the Premises). If during the Term the present system of ad valorem taxation of property shall be largely replaced so that, in lieu of or in addition to the whole or any part of such ad valorem tax, there shall be assessed, levied or imposed on the Premises or any part thereof or on Landlord any kind or nature of federal, state, county, municipal or other governmental capital levy, income, sales, franchise, excise or similar tax, assessment, levy, charge or fee (as distinct from the federal and state income tax in effect on the Term Commencement Date) measured by or based in whole or in part upon the Premises valuation, mortgage valuation, rents or any other incidents, benefits or measures of real property or real property operations and imposed on owners of real estate generally, then any and all of such taxes, assessments, levies, charges and fees shall be included within the term Taxes, but only to the extent the same are applicable to the Premises and the rents hereunder. Notwithstanding the foregoing, the term "Taxes" shall not include Landlord's state or federal income, franchise, estate or inheritance or transfer taxes, personal property taxes, or any penalties or late charges as result of any real estate taxes or other taxes being paid after their applicable due date. Tenant shall be solely responsible for any special assessments imposed on the Premises due to the construction of improvements by Tenant or on its behalf.

If Landlord shall receive a refund of any Taxes paid by Tenant, provided that Tenant is not then in default under this Lease due to Tenant's failure to pay Rent or in default beyond any applicable notice and cure period with respect to a non-monetary default, Landlord shall promptly reimburse to Tenant the amount of Taxes paid by Tenant from said refund. Landlord shall bear any costs it occurs in contesting or lowering Taxes. Subject to the provisions of any loan agreement or deed of trust or other agreement with a lender holding a lien encumbering the Premises, Tenant shall have the right to contest or seek to lower Taxes at its sole cost and expense. Any refund or reduction from successfully contesting or lowering Taxes by either party shall be passed through to Tenant.

For purposes of this Lease, "Operating Expenses" shall mean all sums expended or obligations incurred by Landlord with respect to the ownership, management, operation, maintenance, repair, and/or replacement of the Building and the Premises, whether or not now foreseen, determined on an accrual basis (including reasonably foreseeable expenditures not occurring annually), including, but not limited to: (i) all Taxes; (ii) all personal property taxes relating to the Premises; (iii) all costs of maintenance as may be performed by Landlord pursuant to Section 6.1 of this Lease; (iv) all costs of insurance (including premiums for coverage on the Building and/or the Premises obtained in accordance with Section 7.1(b) of this Lease); (v) all license, permit, inspection and other fees paid to governmental agencies; (vi) all fees and assessments imposed by any covenants or owners' association; (vii) all costs of materials and supplies, including, but not limited to, charges for telephone, postage and supplies related exclusively to the Premises (or if not exclusively relating, then apportioned to the extent relating to the Premises); (viii) all costs of alterations and/or improvements with respect to the Building and the Premises made by Landlord in order to improve energy efficiency, reduce water consumption, or otherwise improve the sustainability of the Building or the Premises amortized over their useful life in accordance with GAAP; (ix) any costs and expenses Landlord incurs to replace the roof of the Building, with the understanding that Capital Expenditures (defined below) shall be treated as set forth below; (x) fees for real property management services with respect to the Premises, in the amount of four thousand dollars; (xi) all costs relating to Title Documents (as defined below), security services, and any and all other reasonable and customary expenses related to the exterior areas located in or on the Premises; (xii) all costs, if any, incurred by Landlord pursuant to Section 6.1 of this Lease and reimbursable by Tenant to Landlord as Operating Expenses; and (xiii) any other costs or expenses reasonably incurred by Landlord with respect to the Premises deemed to be Operating Expenses pursuant to the terms and conditions of this Lease. As used in this Lease, If any cost or expense incurred by Landlord with respect to the Premises deemed to be an Operating Expense in accordance with the terms and conditions of this Lease shall also constitute a

Capital Expenditure (defined below), then and in each such event, the cost of such Capital Expenditure shall be amortized over the useful life of such Capital Expenditure (as determined in accordance with generally accepted accounting principles, consistently applied ("GAAP")) and only the amortized portion thereof shall be included in Operating Expenses with interest at the "prime rate" as announced to be in effect from time to time, as published as the average rate in The Wall Street Journal (or a similar source), plus one hundred fifty (150) basis points. As used in this Lease, the term "Capital Expenditure" means any cost or expense that (a) is treated as a capital expenditure under GAAP and (b) exceeds $15,000 (provided, however, that the foregoing threshold of $15,000 shall not be applicable with respect to any cost or expense incurred by Landlord that is described in clause (viii) of this paragraph). Any determination of savings in Operating Expenses described in clause (viii) of this paragraph shall be made by Landlord, in Landlord's reasonable judgment; provided, however, that prior to the commencement any alterations or improvements contemplated in clause (viii) of this paragraph, Landlord shall provide to Tenant evidence reasonably satisfactory to Tenant showing the basis for Landlord's determination in such regard. As used in this Lease, the term "Title Documents" means any and all easements, covenants, conditions, and restrictions, industrial park association agreements, and other agreements, encumbrances, and restrictions of record affecting all or part of the Premises, as the same may now exist, or as the same may hereafter be created or amended, but excluding any mortgage.

5.3 Utilities. Commencing as of the Term Commencement Date, Tenant shall pay all charges and deposits for gas, water, sewer, electricity, telecommunications, and other energy, utilities and services used or consumed on the Premises during the Term. Landlord shall deliver the Premises to Tenant on the Term Commencement Date with the utilities sufficiently operational to allow Tenant to reasonably conduct normal business operations at the Premises. It is understood and agreed that Landlord shall not be liable for (nor suffer any reduction in any Rent on account of) any interruption or failure in the supply of the same, provided, however, that if any interruption or failure of utility services is due to the negligence or intentional misconduct of Landlord or its employees, agents, or contractors, then Landlord, at its sole cost and expense, shall work to promptly remedy such interruption or failure, as applicable. If Landlord is not able to cause the applicable utility service to be restored within ten (10) days after the date such interruption started, and as a result of such interruption, Tenant is not able to reasonably conduct normal business operations at the Premises and in fact ceases normal business operations for a period of at least seven (7) days, then Tenant shall receive a credit against Rent on a per diem basis due to such interruption until the day that the applicable utility service is restored, provided such credit shall only be due if the interruption or service failure was due to the negligence or intentional misconduct of Landlord or its employees, agents, or contractors. Upon written request from time to time (and not more than once per calendar year), Tenant shall provide Landlord with evidence that all utilities are paid current. All utilities serving the Premises shall be separately metered. Tenant shall make arrangements with appropriate utility or service companies with respect to all such utilities and Tenant shall promptly pay all costs with respect to the same, such payments to be made, to the extent possible, directly to the utility or service provider or to the appropriate party charged with collecting the same.

5.4 Personal Property Taxes. Tenant shall pay when due, directly to the relevant taxing authority, all taxes charged against trade fixtures, furnishings, equipment, inventory, or any other personal property belonging to Tenant. If any of Tenant's personal property shall be taxed with the Premises, Tenant shall pay Landlord the taxes for such personal property within thirty (30) days after Tenant receives a written statement from Landlord for such personal property taxes.

5.5 Method and Terms of Payment. All payments of Annual Fixed Rent, and all payments of Additional Rent and other sums due and payable by Tenant to Landlord pursuant to this Lease, shall be paid in lawful money of the United States of America, in advance and without offset, deduction, prior notice, or prior demand, except that the first (1st) full monthly installment of Annual Fixed Rent and shall be delivered to Landlord together with the delivery to Landlord of an original of this Lease executed by

Tenant. All payments of Annual Fixed Rent, and all payments of Additional Rent and other sums due and payable by Tenant to Landlord pursuant to this Lease, shall be paid by Tenant to Landlord to the address for rent payments set forth in Section 1.1 of this Lease, or in the alternative, at the option of Landlord, to be exercised by giving advance notice thereof to Tenant, to such other person and/or in such other manner as Landlord may designate in writing from time to time. Landlord shall provide to Tenant Landlord's banking information in the event that Tenant elects to pay all monetary amounts due to Landlord under this Lease in the form of Electronic Funds Transfer.

5.6 Net Lease. This Lease is an absolutely net lease to Landlord. It is the intent of the parties hereto that the Annual Fixed Rent payable under this Lease shall be an absolute net return to Landlord and that Tenant shall pay all costs and expenses relating to the Premises except as otherwise expressly set forth in this Lease. Any expense, amount or obligation herein relating to the Premises that is not expressly declared to be that of Landlord shall be deemed to be an obligation of Tenant to be performed by Tenant at Tenant's expense, and Tenant's liability for the payment of any of the same shall survive the expiration or earlier termination of the Term. All Annual Fixed Rent, Additional Rent, and other sums payable hereunder by Tenant, shall be paid without notice or demand and without set off, counterclaim, recoupment, abatement, suspension, deduction, or defense (other than payment) whatsoever, so that this Lease shall yield net to Landlord the Annual Fixed Rent under all circumstances and conditions whether now or hereinafter existing and whether or not within the contemplation of Landlord and Tenant. Except as otherwise expressly set forth in this Lease, Tenant shall in no event have any right to terminate this Lease. It is the intention of Landlord and Tenant that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and that the Annual Fixed Rent, the Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

5.7 True Lease. Landlord and Tenant agree that the parties intend this Lease to constitute a lease and not a financing arrangement. Landlord and Tenant shall reflect the transaction represented hereby in all applicable books, records and reports (including income tax filings) in a manner consistent with "true lease" treatment rather than "financing" treatment, subject to future modifications of accounting or tax rules or guidelines and subject to contrary determinations or positions by governmental agencies or the like.

5.8 Late Payment. If any payment of Annual Fixed Rent, Additional Rent, or other payment due from Tenant to Landlord is not paid within seven (7) days after the date it is due, then Landlord may, at its option, in addition to all other remedies hereunder, impose a late charge on Tenant equal to five percent (5.00%) of the amount in question, which late charge will be due upon written demand as Additional Rent. In addition to the late charge payable by Tenant pursuant to the preceding sentence of this paragraph, any such delinquent payment of Annual Fixed Rent, Additional Rent, or other payment shall bear interest from the date due at that rate (the "Default Rate") that is equal to one and one-half percent (1.50%) for each month (or ratable portion thereof) the same remains unpaid, provided that interest shall never exceed the maximum rate permitted under applicable law.

5.9 Auditing of Operating Expenses. Tenant shall have the right, at Tenant's sole expense, to cause Landlord's books and records with respect to the particular calendar year that is the subject of that particular Landlord's Operating Expenses Statement to be audited (the "Audit") by Tenant or a certified public accountant who is not being compensated for its services on a contingency fee basis (either being the "Reviewing Person"), provided that (i) an Event of Default is not then occurring and (ii) Tenant delivers written notice (an "Audit Notice") to Landlord on or prior to the date that is forty-five (45) days after Landlord delivers the Landlord's Operating Expenses Statement in question to Tenant (such 45-day period, the "Response Period"). If Tenant fails to deliver an Audit Notice during the Response Period with respect to a given Landlord's Operating Expenses Statement, then (a) Tenant's right to undertake an Audit with respect to that Landlord's Operating Expenses Statement and the calendar year to which that particular Landlord's Operating Expenses Statement relates shall automatically and irrevocably be waived, and (b) the Landlord's Operating Expenses Statement shall be final and binding upon Tenant and Landlord and shall, as between the parties, be conclusively deemed correct, at the end of the applicable Response Period. If Tenant timely delivers an Audit Notice, Tenant must commence such Audit within sixty (60) days after the Audit Notice is delivered to Landlord (or if later the day Landlord makes all applicable books and records applicable to the Landlord's Operating Expenses Statement available electronically to Tenant), and the Audit must be completed within forty-five (45) days of the date Landlord makes available to Tenant electronically all applicable reasonably requested books and records needed for the Audit. If Tenant fails, for any reason, to commence and complete the Audit within such periods, the Landlord's Operating Expenses Statement that Tenant elected to Audit shall be deemed final and binding upon Tenant and shall, as between the parties, be conclusively deemed correct. Before conducting the Audit, Tenant must pay the full amount of Operating Expenses billed under the Landlord's Operating Expenses Statement then in question. Notwithstanding anything to the contrary in this Lease, Landlord shall cooperate promptly and in good faith with Tenant's efforts to conduct the Audit, including but not limited to making available electronically to Tenant all books and records applicable to the Landlord's Operating Expenses Statement that Tenant may reasonably request for purposes of conducting the Audit. If an Audit is conducted in a timely manner, such Audit shall be deemed final and binding upon Landlord and Tenant and shall, as between the parties, be conclusively deemed correct. If the results of the Audit reveal that the Tenant's ultimate liability for Operating Expenses does not equal the aggregate amount of Estimated Additional Rent actually paid by Tenant to Landlord during the Calendar year that is the subject of the Audit, the appropriate adjustment shall be made between Landlord and Tenant, and any payment required to be made by Landlord or Tenant to the other shall be made within thirty (30) days after the Reviewing Person's determination. In no event shall this Lease be terminable nor shall Landlord be liable for damages based upon any disagreement regarding an adjustment of Operating Expenses, provided, however, that Landlord shall reimburse Tenant for one-half (1/2) of Tenant's reasonable costs and expenses incurred with third parties to perform the audit (as documented by invoices or other reasonable written proof delivered to Landlord) if the aggregate amount billed to Tenant for a calendar year was ten percent (10%) or greater than the aggregate annual amount due from Tenant for such year. Tenant agrees that the results of any Audit shall be kept strictly confidential by Tenant and shall not be disclosed to any other person or entity, except for such disclosures (x) as may be legally required of Tenant, (y) as are reasonably necessary for Tenant to operate its business, or (z) to Tenant's employees, agents, accountants and attorneys who have a reasonable need to receive the Audit results or by virtue of their positions have a need to know the Audit results. The foregoing provisions concerning a potential Audit are personal to Tenant and shall not run with this Lease or for the benefit of any assignee or sublessee.

ARTICLE VI. MAINTENANCE, USE, AND ALTERATIONS OF PREMISES

6.1 Landlord's Repair Rights. Landlord's sole obligations with respect to the repair and maintenance of the Premises are: (a) to promptly repair any defects in the Premises identified by Tenant in a notice sent to Landlord no later than thirty (30) days after the Term Commencement Date, (b) to perform any repair and maintenance work required on the HVAC systems and components thereof during the 180 days immediately following the Term Commencement Date, with the understandings that (i) as of the Term Commencement Date, Tenant shall have in place the maintenance and repair contracts for the HVAC systems and components thereof as required under Section 6.2(a) of this Lease, and (ii) Landlord's obligations under this Section 6.1(b) shall not include any items as would reasonably be covered by those repair and maintenance contracts, (c) to perform any needed structural repairs or replacements to the Premises, (d) to replace the roof of the Building and the other portions of the Premises exterior to the Building, (e) to perform any needed replacement of any of the mechanical, electrical, and building systems (except for the replacement of any HVAC units, which shall be done by Tenant at its sole cost), and (f) except as otherwise provided in this Lease, to perform work for which the cost is classified under GAAP as a Capital Expenditure. Notwithstanding anything to the contrary in this Lease, Landlord's obligations under this Section 6.1 shall be subject to Tenant's payment of Operating Expenses as set forth in Section 5.2 and also subject to Section 6.2 of this Lease. Except as set forth in this Section 6.1, Landlord shall have no obligation to repair, maintain, or replace any portion of the Building or the Premises, such obligations to be borne by Tenant as set forth in Section 6.2 of this Lease. Landlord also shall have the right but not the obligation to perform (at Tenant's sole cost and expense) any repair, maintenance, or replacement with respect to any portion of the Building or the Premises that is Tenant's duty to maintain in good condition and repair if Tenant shall have failed to perform the same and shall not have cured such failure within ten (10) days after notice to Tenant, provided that no notice shall be required in the event of an emergency. Tenant hereby waives the benefit of any present or future Laws that provide Tenant the right to repair the Building or the Premises at Landlord's expense or to terminate this Lease because of the condition of the Building or the Premises.

6.2 Tenant's Repair and Maintenance Obligations.

(a) Except as otherwise set forth in Section 6.1, Section 10.1, or Section 10.2 of this Lease, Tenant shall clean, maintain, repair, replace, and secure the Building, the Premises (including the portions of the Premises exterior to the Building), and all improvements and appurtenances with respect to any of the forgoing, all access areas thereof, and all utilities, facilities, installations and equipment used in connection therewith so that they are in good condition and repair, and Tenant shall pay all costs and expenses of so doing, keeping the Premises in good order, repair and condition, reasonable wear and tear, and damage by casualty and taking (to the extent provided in Article X of this Lease only) excepted. Without limiting the generality of the foregoing, Tenant (i) shall keep all walls, floor surfaces (including all floor slabs) and coverings, glass, windows, doors, and partitions, all fixtures and equipment, all utilities, pipes and drains and other installations (whether above, below, or at ground level) used in connection with the Premises (including, without limitation, the heating, ventilation, air conditioning, plumbing, electrical, utility, and fire and life safety systems and their respective components) in good order, repair and condition, (ii) shall provide all cleaning, painting and floor covering to the Building, (iii) shall remove all refuse from and provide its own janitorial services for the Premises, (iv) shall complete all snow and ice removal, (v) shall arrange for trash pickup from the parking lot dumpsters on the Premises, and (vi) shall keep the storm water pond and associated electric aerators and sand filters in good working order and in compliance with applicable Laws. Tenant shall maintain appropriate maintenance and repair contracts on the HVAC systems and the components thereof and the fire safety, sprinkler and other systems serving the Premises, all such contracts being reasonably acceptable to Landlord. Following a written request from Landlord, Tenant shall deliver to Landlord evidence that Tenant is carrying the maintenance and repair contracts required under this Section 6.2 and copies of the applicable contracts.

(b) Notwithstanding anything to the contrary in this Lease, Tenant shall be solely responsible for the cost of (a) any repair or Capital Expenditure arising from an overburdening of any component or system of the Building or any other negligence or intentional misconduct of Tenant or any of the employees, agents, contractors, or invitees of Tenant or from a failure by Tenant to perform its maintenance and repair obligations under this Lease, and (b) any Alterations (as defined in Section 6.7 of this Lease) that are performed by or on behalf of Tenant.

(c) Tenant's maintenance obligations shall also include, without limitation, snow and ice removal from the sidewalks, all maintenance of signs, all rental or lease payments paid by Tenant for rented or leased personal property used in the operation or maintenance of the Premises, all fees for required licenses and permits required by Tenant, all sweeping and striping of pavement, all general maintenance, all painting, all lighting, and all such similar items.

(d) Tenant shall take no actions that may impair or render void any warranty applicable to the roof. Tenant shall use a company specified by the company holding the roof warranty for any and all repairs and maintenance to the roof as may be required to keep the roof in good condition and repair. Notwithstanding anything to the contrary in this Lease, Tenant shall not make or cause or allow to be made any such penetrations or cause or allow any other disturbance to the roof without the express permission of each of Landlord or of the roof warranty company and the written confirmation by that roof warranty company, delivered to Landlord, that the contemplated penetrations shall not void or otherwise impair the roof warranty as to any or all of the roof. Promptly after the performance of any roof maintenance and/or roof repair work, Tenant shall deliver to Landlord written evidence of such work and written confirmation from the roof warranty company that the roof warranty remains in full force and effect. Any wall penetration shall be subject to Landlord's prior written consent.

6.3 Use and Compliance with Law; Rules and Regulations. Tenant shall use the Premises only for the Permitted Uses and only as permitted under applicable Laws from time to time, including, without limitation, municipal by-laws, land use and zoning Laws, environmental Laws (including all Laws regulating the production, use, and disposal of any Hazardous Materials (as defined in Section 6.4 of this Lease)), and occupational health and safety Laws. Tenant shall procure all approvals, licenses and permits necessary, and (upon Landlord's written request therefor) giving Landlord true and complete copies of the same and all applications therefor. Tenant shall promptly comply with all present and future Laws applicable to the Building and the Premises and Tenant's use thereof or Tenant's signs thereon, foreseen or unforeseen, and whether or not the same necessitate structural or other extraordinary changes or improvements to the Premises or interfere with Tenant's use and enjoyment of the Premises. If Tenant's use of the Premises results in any increase in the premium for any insurance carried by Landlord, then upon Landlord's notice to Tenant of such increase Tenant shall pay the same to Landlord upon written demand as Additional Rent. Tenant shall bear the sole risk of all present or future Laws affecting the Premises or appurtenances thereto, and Landlord shall not be liable for (nor suffer any reduction in any rent on account of) any interruption, impairment or prohibition affecting the Premises or Tenant's use thereof resulting from the enforcement of Laws. Tenant shall comply with the rules and regulations for the Premises set forth on Exhibit B attached to and hereby made a part of this Lease, provided, however, that in the event of any conflict between the provisions of the main body of this Lease (not including the exhibits) and the rules and regulations set forth on Exhibit B attached hereto, the former shall control.

6.4 Nuisance; Hazardous Materials.

(a) Tenant shall not injure, overload, deface, damage or otherwise harm Landlord's property, the Premises or any part or component thereof; commit any nuisance; permit any emission of any Hazardous Materials in violation of applicable Laws; allow the release or other escape of any Hazardous Materials so as to impair or in any manner affect, even temporarily, any element or part of Landlord's property or the Premises, or allow the storage or use of Hazardous Materials in any manner not sanctioned by Law (including any applicable permit) or by the customary standards prevailing in the industry for the storage and use of Hazardous Materials; nor shall Tenant bring onto the Premises any Hazardous Materials except to use in the ordinary course of Tenant's business, and then only in strict compliance with applicable Laws; permit the occurrence of objectionable noise or odors; or make, allow or suffer any waste whatsoever to Landlord's property or the Premises. As used in this Lease, "Hazardous Materials" means, collectively, all substances described or regulated in any federal, state, local or administrative agency Law relating to environmental conditions, human health or hazardous substances, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §1101 et seq.), The Endangered Species Act (16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRA"), and the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et. seq. ("ISRA"), and all regulations promulgated pursuant to any and all such Laws, all as amended from time to time, and all other Laws governing similar matters as they may be amended from time to time (all such federal, state, local or administrative agency Laws, including rules, regulations, and orders as may be issued or promulgated thereunder, collectively, "Hazardous Materials Laws"). In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's reasonable prior written request regarding the presence or absence of Hazardous Materials on the Premises. In all events, Tenant shall indemnify, defend, and hold harmless Landlord and its mortgagees as provided in this Lease from any claims resulting from any release of Hazardous Materials on the Premises first occurring during the Term, except to the extent caused by Landlord or its agents or contractors or caused by a migration onto or under the Land from adjacent property.

(b) Prior to Tenant "closing, terminating or transferring operations" (as such term is defined in SRRA) at the Premises, Tenant, at its sole cost and expense, shall, to the extent that ISRA applies to the Property, provide Landlord with a certified true copy of the following, as applicable: (i) a Remedial Action Workplan (as such term is defined in ISRA) certified by a licensed site remediation professional ("LSRP"); or (ii) a De Minimis Quantity Exemption (as such term is defined in ISRA) certified by an LSRP to each of Tenant and Landlord; or (iii) a Remediation Certification issued in accordance with ISRA by an LSRP to each of Tenant and Landlord, permitting the closing, terminating or transferring of operations; or (iv) a Response Action Outcome Letter (as such term is defined in SRRA) issued to Tenant, as applicable, by an LSRP stating under the LSRP's professional opinion the Remediation has been completed in compliance with the Administration Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-6.2, that it is protective of public health safety and the environment and full payment has been made for all New Jersey Department of Environmental Protection fees and oversight costs pursuant to N.J.A.C. 7:26C-4. Nothing herein shall be construed as limiting Tenant's obligation to otherwise comply with ISRA or SRRA.

(c) If Tenant, as applicable, complies with clause (a) above by obtaining a final Remedial Action Workplan certified by a LSRP, Tenant shall (i) promptly implement and prosecute to completion or cause to be so implemented and prosecuted the Remedial Action Workplan or the requirements of the Remediation Certification, as the case may be, in accordance with the schedules contained therein or as may be otherwise ordered or directed by the LSRP. Tenant expressly understands and acknowledges that Tenant's compliance with the provisions of this Section 6.4 may require Tenant to expend funds or to do acts (or to cause acts to be done) after the expiration or termination of this Lease. Tenant shall expend such funds and do such acts (or cause acts to be done) and shall not be excused therefrom even though the term of this Lease shall have previously expired or been terminated; and (ii) provide an affidavit dated not more than ten (10) days nor less than five (5) days prior to the applicable closing, terminating or transferring of operations that it is in full compliance with, and has not received any notice that it has violated the terms of, the applicable Remedial Action Workplan or the Remediation Certification, as the case may be, including, without limitation, the terms regarding the establishment and maintenance of a remediation funding source, such affidavit is to be provided to Landlord within two (2) business days after its execution.

(d) For the avoidance of doubt, all references herein to executives, departments, funds, statutes, and acts of the State of New Jersey are not intended to be exclusive and shall be deemed to apply to any successors, replacements and amendments, thereof and to any additional statutes, rules, regulations, and organizations of a similar nature, whether of the State of New Jersey or the United States of America.

(e) Landlord shall have access to, and the right (but not the obligation) to perform inspections and tests of, the Premises to determine Tenant's compliance with Hazardous Materials Laws, its obligations under Section 6.4 of this Lease, and/or the environmental condition of the Premises. Access shall be granted to Landlord upon not less than five (5) days' prior notice from Landlord to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Hazardous Materials Laws and/or the provisions of Section 6.4 of this Lease, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

(f) The indemnities under Section 6.4 of this Lease shall survive the Term Expiration Date or any earlier date as of which this Lease shall terminate.

6.5 Landlord's Right to Enter. Landlord and its agents or employees may upon reasonable prior email notice of at least forty-eight (48) hours (except in an emergency) enter the Premises during business hours (and in case of emergency at any time) for the purpose of determining the need for and performing repairs or replacements, or exercising any of the rights reserved to Landlord herein, or securing or protecting Landlord's property or the Premises, and similarly upon reasonable prior email notice may show the Premises to prospective purchasers and lenders, and during the last twelve (12) months of the Term to prospective tenants, and may keep affixed in suitable places notices for letting (during the last twelve (12) months of the Term) and selling. Except in case of emergency, Landlord shall be subject in entering the Premises to reasonable security conditions, if any, set forth by Tenant in writing to Landlord. If Tenant so desires, a representative of Tenant may accompany Landlord or its agents in any entry onto the Premises under this Lease. Any email by Landlord to Tenant as contemplated by this Section 6.5 shall be sent to the then plant manager as identified in writing by Tenant to Landlord, or such other person as Tenant may designate by a notice to Landlord. Entry by Landlord, its agents and employees, prospective purchasers, current lenders, prospective lenders and prospective tenants shall be (as between Landlord and Tenant) at the sole risk, cost, and expense of Landlord, except that Tenant shall be responsible for any costs, damages or injuries as may result from Tenant's negligence or intentional misconduct.

6.6 Parking. Tenant shall be entitled to use all parking areas on the Premises without charge, in accordance with applicable Laws and subject to the provisions of this Lease and Landlord's rules and regulations as attached to this Lease. Handicapped spaces shall only be used by those legally permitted to use them. Additionally, heavy vehicles shall not be parked in the passenger vehicle parking areas.

6.7 Alterations, Additions, and Improvements. Tenant shall not make any installations, alterations, additions, or improvements in or to the Premises (collectively, "Alterations"), including, without limitation, any apertures in the walls, partitions, ceilings or floors, without on each occasion obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Even though Tenant intends initially to occupy the Premises on an as-is basis from and after the Term Commencement Date, Tenant anticipates adding racking and an approximately 3,000 square foot office area in the future (such improvements being hereinafter referred to as the "Initial

Improvements"), which improvements shall be subject to the provisions of this Section 6.7. In addition, notwithstanding the foregoing, but subject to the provisions of this Section 6.7, with respect to Alterations that do not affect the structure of the Building or any of the mechanical, electrical, or other systems of the Building, do not involve any penetration of the roof, and do not entail a code review of the Building, Landlord's prior written approval shall not be required, provided that before performing such work Tenant shall provide reasonable advance notice (which may be by email) of the contemplated occurrence of the work and a reasonable description thereof. Any Alterations that Tenant performs under this Lease shall be performed only (a) at Tenant's sole risk and in a first class manner, using new materials, (b) in accordance with all applicable Laws, and (c) in accordance with plans and specifications therefor as approved by Landlord (if approval is so required under the provisions of this Lease), or the description of the proposed work previously delivered to Landlord. Tenant shall not perform any Alterations in or to the Premises that would in Landlord's reasonable judgment (i) in any manner affect any structural component of the Building (including, without limitation, exterior walls, exterior windows, core walls, columns, roofs, or floor slabs), (ii) in any respect be incompatible with the electrical or mechanical components or systems of the Building, (iii) affect space or areas around the Building (including the exterior of the Premises), (iv) diminish the value of the Premises for the Permitted Uses, or (v) require any unusual expense to re-adapt the Premises for the Permitted Uses. Tenant shall procure at Tenant's sole expense all necessary permits and licenses before undertaking any Alterations on the Premises and shall perform all such Alterations in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable Laws and with all applicable insurance requirements. Tenant shall employ for such work only contractors reasonably approved by Landlord and shall require all contractors employed by Tenant to carry insurance as more particularly described in Article VII of this Lease, and shall submit certificates evidencing such coverage to Landlord prior to the commencement of such work, subject to Article VII and Article X of this Lease in the case of casualty. Tenant shall indemnify and hold harmless Landlord from all injury, loss, claims or damage to any person or property occasioned by or arising out of the performance of any Alterations. Landlord may inspect the work of Tenant at reasonable times in accordance with Section 6.5 of this Lease and give notice of observed defects. If the construction management role performed by MCB Property Manager includes assistance with designing, permitting, and/or reviewing work so to as advise Tenant on the same (as is contemplated for the Initial Improvements), then the construction management fee to be paid to MCB Property Management shall be equal to five percent (5%) of the total hard and soft costs of any Alterations. Tenant shall make any and all payments due to MCB Property Management within ten (10) days after receiving from MCB Property Management an invoice for the same, and Tenant shall provide to MCB Property Management such information as to hard and soft costs (promptly after incurring the same) as needed and/or requested by MCB Property Management so that it can prepare such invoices. Upon completion of any Alterations of such a nature that they would cause the then-current as-built plans to no longer be accurate and complete, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

6.8 Tenant Improvement Allowance. In order to assist Tenant with the costs of the Initial Improvements and such other improvements as Tenant may desire to make to the Premises in accordance with the provisions of Section 6.7 of this Lease, Landlord shall provide an allowance to Tenant for the Initial Improvements and other work up to a total of One Million Dollars ($1,000,000.00) (the "Tenant Improvement Allowance"). Tenant shall pay for the Initial Improvements (and such other work as Tenant may perform in accordance with Section 6.7) and make all payments directly to its vendors, suppliers, contractors and subcontractors and then seek reimbursement from Landlord. Landlord shall reimburse Tenant for the portions of the Initial Improvements (and other Tenant work performed in accordance with Section 6.7) after completion of such work within thirty (30) days after the day that Tenant delivers to Landlord each of the following with respect to such work: (a) a statement (via email being sufficient) from Tenant stating that the applicable project has been completed, (b) lien waivers reasonably acceptable to Landlord with respect to such project, and (c) any other documents that Landlord may reasonably request in connection with such project. Tenant shall have the right to request and receive reimbursement from Landlord once per calendar month. Tenant shall have the right to request reimbursement from the Tenant Improvement Allowance up to the day that is three hundred sixty-five (365) days after the Term Commencement Date, and any portion of the Tenant Improvement Allowance for which Tenant has not requested reimbursement prior to that date shall be waived.

6.9 Liens and Encumbrances. Tenant shall not create or suffer, shall keep Landlord's property, the Premises and Tenant's leasehold free of, and shall promptly remove and discharge, any lien, notice of contract, charge, security interest, mortgage or other encumbrance which arises for any reason, voluntarily or involuntarily, as a result of any act or omission by Tenant or persons claiming by, through or under Tenant, or any of their agents, employees or independent contractors, including, without limitation, liens which arise by reason of labor or materials furnished or claimed to have been furnished to Tenant or for the Premises. If Tenant shall fail to discharge any such lien or other encumbrance within seven (7) days after receiving notice of the same, Landlord may, at its option, discharge such lien and treat the cost thereof (including attorneys' fees incurred in connection therewith) as Additional Rent payable upon written demand, it being expressly agreed that such discharge by Landlord shall not be deemed to waive or release the Event of Default in not discharging such lien.

6.10 Condition Upon Termination. At the expiration or earlier termination of this Lease, Tenant (and all persons claiming by, through or under Tenant) shall, without the necessity of any notice, surrender the Premises (including any Alterations and all replacements thereof, except such Alterations constructed after the Term Commencement Date as Landlord may direct to be removed at the time of Landlord's approval thereof (or Landlord's receipt of notice if no approval is acquired), which shall be removed by Tenant and the Premises restored to their pre-existing condition) and all keys to the Premises, remove all of Tenant's trade fixtures and personal property not bolted or otherwise attached to the Premises (and such trade fixtures and other property bolted or attached to the Premises as Landlord may direct or, except as set forth below, as Tenant may desire), and all Tenant's signs wherever located, in each case repairing damage to the Premises which results in the course of such removal and restoring the Premises to a fully functional and tenantable condition (including the filling of all floor holes, the removal of all disconnected wiring back to junction boxes and the replacement of all damaged or stained ceiling tiles), ordinary wear and tear excepted in all circumstances and damage by casualty and taking (to the extent provided in Article X of this Lease only) excepted. Tenant shall yield up the Premises broom-clean and in good order, repair and condition, reasonable wear and tear and damage by casualty and taking (to the extent provided in Article X of this Lease only) excepted. Any property not so removed within thirty (30) days after the expiration or termination of the Lease shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine, and Tenant shall pay to Landlord the reasonable cost and expense incurred by Landlord in effecting such removal and disposition and in making any required repairs to the Premises. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property), without Landlord's prior written consent: (a) power wiring or wiring panels; (b) lighting or lighting fixtures; (c) doors, windows, or wall coverings; (d) drapes, blinds or other window coverings; (e) installed carpets or other installed permanent floor coverings; (f) built-in or hard-wired heating or air conditioning equipment; (g) fencing or security gates; or (h) other, similar operating equipment of the Building that is affixed to the Premises or is otherwise more permanent in nature.

6.11 Tenant's Expense. Tenant shall perform all of Tenant's obligations under Article VI of this Lease at Tenant's sole expense, failing which Landlord may, upon thirty (30) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises in accordance with Section 6.5 of this Lease and perform such obligations of Tenant, including, without limitation, any necessary maintenance, repair or replacement, on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs and expenses reasonably incurred in performing such obligations, together with an administrative charge of ten percent (10.00%), as Additional Rent, immediately upon a written demand from Landlord together with reasonable written evidence for such costs and expenses.

6.12 Interruptions. Except to the extent caused by Landlord's gross negligence or intentional misconduct (or the gross negligence or intentional misconduct of Landlord's employees, agents, representatives or contractors) or by the failure of Landlord to comply with its obligations set forth in this Lease, Landlord shall not be liable to Tenant in damages or by reduction of rent or otherwise by reason of inconvenience or for loss of business arising from Landlord or its agents or employees entering the Premises for any of the purposes permitted in this Lease or for repairing, altering or improving the Building in a manner reasonable in light of the circumstances. In case Landlord is prevented or delayed from making any repairs or replacements or furnishing any services or performing any other covenant or duty to be performed on Landlord's part by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises. Landlord reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall give Tenant such notice as is practicable under the circumstances of the expected duration of such stoppage and will exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

6.13 Signage. Subject to the terms and conditions of this Section 6.13 of this Lease, Tenant shall have the right, at any time and from time to time during the Term, to install non-illuminated signage on the exterior of the Building advertising Tenant's occupancy at the Premises and a monument sign at the entry to the Premises so long as (a) the cost of all such signage and the installation thereof shall be paid by Tenant, at Tenant's sole cost and expense, (b) all such signage shall comply in all respects with all applicable Laws, (c) all such signage shall be approved, as to design, location, and otherwise by Landlord, such approval not to be unreasonably withheld, delayed or conditioned; and, (d) on or before to the end of the Term, Tenant shall remove all the signage that Tenant shall have installed or cause to be installed at the Premises and repair any damage caused by such removal from the Premises, ordinary wear and tear excepted.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

7.1 Insurance.

(a) Tenant shall purchase and maintain, at its sole cost and expense, insurance during the entire Term and any period Tenant (or any party claiming by, through or under Tenant) occupies any portion of the Premises, for the benefit of Tenant and Landlord (as their interests may appear) with terms and coverages reasonably satisfactory to Landlord, and with insurers authorized to do business in the State of New Jersey, having a minimum A.M. Best's rating of at least A-VIII (or its equivalent if such guide ceases to be published), and with such increases in limits as Landlord may from time to time reasonably request in accordance with industry standards or the reasonable and good faith recommendations of Landlord's insurance consultant, but initially Tenant shall maintain the following coverages in the following amounts:

(i) Commercial General Liability (CGL) insurance shall be maintained on an occurrence form with combined single limits of liability of not less than $1,000,000 for bodily injury and property damage per occurrence, $1,000,000 for tenant's legal liability, and not less than $2,000,000 in the aggregate. Coverage shall include premises/operations, bodily injury including death, personal and advertising injury, property damage, product completed operations, tenant's legal liability and contractual liability. Such liability insurance shall include a waiver of subrogation in favor of Landlord and additional insured parties outlined herein.

(ii) Commercial Property insurance shall be maintained covering property damage to the Tenant's personal property and Tenant-owned improvements at and in the Premises to the full replacement cost thereof. Such coverage shall include, without deduction for depreciation, Tenant-owned improvements, personal property, machinery, equipment, office furniture, trade fixtures, office equipment, products, molds, and all other personal property owned by Tenant in, on, or about the Premises. Such insurance shall name Tenant as the named insured, Landlord and Landlord's mortgagee(s) as loss payee as their interests may appear. Such insurance shall be written on special form basis, also referred to as "all risk," including, but not limited to the perils of fire, extended coverages, hail, windstorm, named storm, water damage, sewer backup, vandalism, malicious mischief, sprinkler leakage, flood, sinkhole collapse, equipment breakdown and earthquake, and other endorsements as Landlord shall reasonably request from time to time and in amounts that meet any co-insurance clause of the policies of insurance with a deductible amount not to exceed $25,000 (which deductible limitation shall not apply to any permitted self-insurance), unless otherwise approved in writing by Landlord. Such insurance shall include business interruption, also referred to as rent continuation coverage on an actual loss sustained basis of no less than twelve (12) months and three hundred sixty-five (365) days of extended period of indemnification. It is understood and agreed that Tenant assumes all risk of damage to its own property (including its business interruption) arising from any cause whatsoever, including, without limitation, loss by theft or otherwise. During periods when Tenant Work (defined below) and/or Alterations are being performed, Tenant shall maintain, or cause to be maintained, builders risk insurance on 100% replacement cost coverage basis, including hard and soft costs coverages. Such insurance shall protect and insure Landlord, Landlord's agents, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, water damage, vandalism and malicious mischief, and such other risks as are customarily covered by so-called all-risk or special cause of loss property / builders risk coverage or its equivalent.

(iii) Workers' Compensation insurance with statutory limits and Employers Liability insurance with minimum liability limits of $1,000,000 for each accident, $1,000,000 bodily injury by disease per employee, and $1,000,000 bodily injury by disease policy limit, or such other limit as is acceptable to Tenant's umbrella / excess liability carrier. Such coverage shall have a waiver of subrogation in favor of Landlord.

(iv) Automobile Liability insurance with a combined single limit of liability no less than $1,000,000 per occurrence covering all owned, hired and non-owned automobiles naming Landlord and its entities as additional insured on a primary and noncontributory basis covering all owned, hired and non-owned vehicles.

(v) Umbrella/Excess Liability insurance in an amount not less than Ten Million Dollars ($10,000,000) per occurrence and in the aggregate, unless otherwise approved in writing by Landlord. Coverage shall provide excess liability coverage and following form of the underlying commercial general liability, automobile liability and employer's liability policies with policy forms no more restrictive than the underlying policies.

(vi) Other Insurance - such other insurance as Landlord may reasonably require from time to time as is standard and reasonable for such assets located in similar geographic locations with similar operations and or exposures.

(vii) Blanket or Master Policies – coverage under blanket or master policies may be approved by Landlord, provided coverage applies on the same basis as if the coverage was written outside of a blanket program and does not affect or lessen coverage available to the Premises, and otherwise meets the requirements set forth in this Lease unless otherwise approved by Landlord.

(viii) Construction on site. Tenant, via written executed contract, shall require or cause its contractors to maintain, and cause its contractors and subcontractors of any tier to maintain, policies at a minimum, the insurances outlined herein, inclusive of Additional Insured status and waiver of subrogation requirements, unless specifically waived by Landlord. At no time shall any contractor be on site without in force applicable: Commercial General Liability Insurance written on a current ISO CG 00 01 occurrence based policy form and providing per project coverage limits of: \$1,000,000 per occurrence for bodily injury (including death) and property damage \$2,000,000 each person or organization for personal and advertising injury \$2,000,000 general aggregate, and \$2,000,000 products completed operations aggregate covering broad form contractual liability coverage arising out of work performed by Tenant or on Tenant's behalf including indemnity for injuries to contractor's employees. Workers Compensation insurance covering statutory benefits in all states where operations are to be performed under this Lease as well as the state in which the employee resides. Such policy shall include an Employers Liability coverage part with limits that shall be not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee and policy limit for bodily injury by accident. Automobile Liability insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, and non-owned, with a combined single limit for bodily injury and property damage of not less than the equivalent of \$1,000,000 per accident. Excess Liability Insurance Contractor umbrella / excess liability insurance limits shall be appropriate to the Premises and hazard associated with their respective work, however in no event shall such excess liability limits be less than \$2,000,000 per occurrence on a follow form basis. Contractor policies shall have zero restrictions for injuries to employees, or for the scope of work contemplated within their agreement. Prior to work contemplated by this paragraph commencing on site, Tenant shall deliver to Landlord certificates of insurance evidencing all insurances as required herein, which shall include Tenant, Landlord and Landlord entities as additional insureds for ongoing and completed operations on a primary and non-contributory basis. The required limits listed above are minimum limits established by Landlord and nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect Tenant or contractors of any type from greater loss.

(b) Landlord shall maintain special form causes of loss property insurance covering the Building at full replacement cost. Landlord shall maintain commercial general liability insurance, and such other insurance, in such amounts and covering such other liabilities or hazards as deemed appropriate by Landlord (including, but not limited to, any insurance required by the terms and provisions of any loan agreement or deed of trust or other agreement with a lender holding a lien encumbering Landlord's interest in the Premises). All costs incurred by Landlord in connection with the obtaining and maintaining of any such insurance shall be an Operating Expense, provided that Tenant shall not be responsible for rate increases that Landlord causes by its negligence or intentional misconduct, it being understood that Tenant shall be liable for the cost of insurance rate increases occurring in the ordinary course.

(c) The following provisions shall apply with respect to the insurance required under <u>Section 7</u> of this Lease:

(i) The commercial general liability, auto, and umbrella liability policies required under <u>Section 7</u> of this Lease shall name Landlord and those entities identified on <u>Exhibit C</u> attached to and hereby made a part of this Lease as additional insureds on a primary, non-contributory basis with no privity of contract requirement. To the extent reasonably available from Tenant's insurer, a waiver of subrogation shall apply in favor of Landlord and Landlord's additional insureds. None of the aforesaid insurance policies shall contain broad contractual liability exclusions. None of the aforesaid insurance limits shall be construed as restricting the liability of Tenant pursuant to the terms of this Lease. Any insurance limits required by the contract documents are minimum limits only and not intended to restrict the liability imposed on any tenant for any operations or work performed at the Premises. Prior to the Term Commencement Date and no later than ten (10) days prior to each anniversary of the Term Commencement Date and/or renewal date thereof, Tenant shall furnish to Landlord certificate(s) of insurance, evidencing such coverage required herein. Such certificate(s) shall state that such insurance coverage may not be canceled without at least thirty (30) days' prior written notice to Landlord and Tenant (ten (10) days' prior written notice in the event of cancellation for non-payment). If Tenant does not timely deliver to Landlord such certificate (as and when required under this paragraph), it shall not be a default so long as Tenant is still maintaining the required insurance and delivers to Landlord the required certificate(s) within three (3) days of Landlord's written demand therefor. The insurance maintained by Tenant shall be deemed to be primary insurance and any insurance maintained by Landlord (acknowledging that Landlord has no obligation to maintain any such insurance) shall be deemed secondary thereto. All insurance proceeds payable under the terms and conditions of any property insurance policy with respect to Tenant's personal property only and required to be obtained or maintained by Tenant pursuant to this Lease resulting from physical damage to the Premises shall be promptly paid to Tenant. Tenant shall cooperate, fully and in all respects and at Tenant's sole cost and expense, with Landlord in connection with any efforts of Landlord to receive prompt payment of any proceeds required to be paid to Landlord pursuant to the terms and conditions of this Lease in regard to insurance policies covering the Premises. If required by Landlord's lender, Tenant's insurance policies shall be made available to Landlord by reasonable request as soon as practical.

(d) Tenant shall comply with all applicable Laws, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited by applicable Laws or which may jeopardize any insurance coverage or may materially increase the cost of insurance or require additional insurance coverage. If Tenant fails to comply with the provisions of Section 7.1(d) of this Lease and (i) any insurance coverage is jeopardized and Tenant fails to correct such prohibited use following ten (10) days' notice, or (ii) insurance premiums are materially increased and Tenant fails, following ten (10) days' notice, to cease such use, then in each event such failure shall constitute an Event of Default by Tenant under this Lease without any further notice or cure right, and Landlord shall have all of its remedies as set forth in the Lease.

(e) Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Building or the Premises or any Alterations, personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered by the property insurance coverages actually maintained by Landlord and Tenant, respectively, or such greater amount required to be maintained by Landlord and Tenant, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents, employees, licensees, or invitees. Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto. Each of Landlord and Tenant hereby agrees that any and all property insurance policies required to be carried by it shall be endorsed with a subrogation clause that shall provide that its insurer waives any right of recovery against the other party to this Lease in connection with any such loss or damage.

7.2 Waiver of Claim – Indemnification.

Without limiting any other provisions of this Lease, but subject to the provisions of Section 7.1(e) of this Lease, Tenant agrees to defend, protect, indemnify and save Landlord and its partners, affiliates, members, officers, agents, servants and employees and Landlord's management, leasing and development agents and Landlord's mortgagee(s) from time to time from and against all liability to third parties arising: (a) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises; (b) from the omission, fault, willful act, negligence or other misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees; (c) in connection with Tenant's use of the Premises or any business conducted therein or any work done or condition created in the Premises by Tenant, its agents, employees or contractors, or anyone claiming by, through or under Tenant; or (d) the failure of Tenant to perform and discharge its covenants and obligations under this Lease. To the extent not prohibited by Laws and subject to the waiver of subrogation contained in Section 7.1(e) of this Lease, Landlord and its partners, affiliates, officers, agents, servants and employees shall not be liable for any damage either to person, property or business resulting from the loss of the use thereof sustained by Tenant or by other persons due to the Building, or any parts thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident or event in or about the Premises, or due to any act or neglect of any tenant or occupant of the Premises or of any other person, unless and then only to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors or due to the failure of Landlord to perform and discharge its obligations under this Lease. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, and except as provided above, shall apply without distinction as to the person whose act or negligence was responsible for the damage and shall apply whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, recovering and holding areas, or freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof.

Subject to Section 7.1(e) of this Lease, Landlord shall indemnify and hold Tenant harmless from any and all claims, suits, demands, judgments, or actions asserted by a third party, and all fines, damages, and liabilities arising therefrom, and all costs and expenses thereof (including but not limited to reasonable attorney's fees) but only to the extent arising from Landlord's gross negligence or intentional misconduct.

The provisions of this Section 7.2 of this Lease shall survive the expiration or earlier termination of this Lease.

7.3 Non-Waiver.

No waiver of any provisions of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provisions, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt for monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right to possession hereunder or after the finding of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Annual Fixed Rent and Additional Rent due, and the payment of Annual Fixed Rent and Additional Rent shall not waive or affect any such notice, suit or judgment.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING

8.1 Landlord's Consent Required. Tenant shall not assign this Lease, or sublet or license the Premises or any portion thereof, or advertise the Premises for assignment or subletting or permit the occupancy of all or any portion of the Premises by any person or party other than Tenant (each of the foregoing actions is referred to as a "transfer") without obtaining, on each occasion, the prior written consent of Landlord (which consent Landlord shall not unreasonably withhold, subject to and in accordance with Article VIII of this Lease. A transfer shall include, without limitation, any transfer of Tenant's interest in this Lease by operation of law, merger or consolidation of Tenant into any other firm or corporation, the transfer or sale of a controlling interest in Tenant whether by sale of its capital stock or otherwise or any liquidation of Tenant or a substantial part of Tenant's assets.

8.2 Terms. Tenant shall not offer to make a transfer to any party which would be of such type, character or condition as to be inappropriate as a tenant for a building comparable to the Building.

8.3 Landlord's Consent. Tenant's request for consent under Article VIII of this Lease shall set forth the details of the proposed transfer, including: (a) the name, business and financial statements of the prospective transferee; (b) a true and complete fully executed copy of the proposed instrument containing all of the terms and conditions of such transfer; (c) a written agreement of the assignee, subtenant or licensee, agreeing to perform and observe all of the terms, covenants, and conditions of this Lease; and (d) any other information reasonably and promptly requested in writing by Landlord prior to or in response to such notice. Landlord shall have the right to withhold consent to any proposed transfer, or to grant consent, in its reasonable discretion, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Premises (if other than the Permitted Uses); (ii) the net worth, business reputation, character, and financial condition of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under this Lease within applicable notice and cure periods; (iv) any lender holding a mortgage or other lien encumbering the Premises refuses to consent to the proposed transfer, and (v) such other factors as Landlord may deem relevant in its reasonable discretion. Tenant shall pay to Landlord, as Additional Rent, Landlord's reasonable attorneys' fees in reviewing any transfer proposed by Tenant, whether or not Landlord consents to the same, not to exceed $7,500.

8.4 Profits. If Tenant does transfer with Landlord's consent, and if the consideration, rent, or other charges payable to Tenant under such transfer exceed the Rent and other charges to be paid hereunder (pro-rated based on floor area in the case of a subletting, license or other occupancy of less than the entire floor area of the Building), then Tenant shall pay to Landlord, as Additional Rent, after deducting all documented out-of-pocket expenses incurred in connection with such transfer (including without limitation, brokerage commissions, tenant improvement costs, and legal fees) twenty-five percent (25.00%) of the amount of such excess when and as received. Without limiting the generality of the foregoing, any lump-sum payment or series of payments due (including for the purchase of so-called leasehold improvements) on account of any transfer shall be deemed to be in excess of rent and other charges in its or their entirety (after deducting Tenant's costs and expenses as aforesaid).

8.5 No Release. Notwithstanding any transfer of this Lease or any interest therein, Tenant's (and any guarantor's) liability to Landlord shall in all events remain direct and primary. Any transferee of all or a substantial part of Tenant's interest in the Premises shall be deemed to have agreed directly with Landlord to be jointly and severally liable with Tenant for the performance of all of Tenant's covenants under this Lease; and such transferee shall upon request execute and deliver such instruments as Landlord reasonably requests in writing in confirmation thereof (and agrees that its failure to do so shall be subject to the default provisions). Upon the occurrence of an Event of Default by Tenant, Landlord may collect rent and other charges from such transferee (and upon notice such transferee shall pay directly to

Landlord) and shall apply the net amount collected to the Rent and other charges herein reserved, but no transfer shall be deemed a waiver of the provisions of Section 8.6 of this Lease, or the acceptance of the transferee as a tenant, or a release of Tenant or any guarantor from direct and primary liability for the performance of all of the covenants of this Lease. The consent by Landlord to any transfer shall not relieve Tenant from the obligation of obtaining the express consent of Landlord to any modification of such transfer or a further assignment, subletting, license or occupancy, to the extent required in Section 8.1 of this Lease; nor shall Landlord's consent alter in any manner whatsoever the terms of this Lease, to which any transfer at all times shall be subject and subordinate. The breach by Tenant of any restriction on transfer in Section 8.6 of this Lease shall be an Event of Default, provided that Tenant shall be afforded a fifteen (15) day cure period in which to undo in all respect the prohibited act.

ARTICLE IX. DEFAULT AND REMEDIES

9.1 Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) if Tenant fails to pay Annual Fixed Rent or any Additional Rent or other sum or charge hereunder when due and such failure continues for longer than five (5) business days after notice from Landlord that the same is due (provided that no such notice need be given and no such default in the payment of money shall be curable if on one (1) prior occasion during that same calendar year there had been a default in the payment of money which had been cured after notice thereof had been given by Landlord to Tenant as herein provided); or (b) if Tenant shall vacate or abandon all or substantially all of the Premises for more than forty-five (45) consecutive days; or (c) if any assignment shall be made by Tenant (or any assignee, or sublessee or guarantor of Tenant) for the benefit of creditors; or (d) if Tenant's leasehold interest shall be taken on execution or by other process of law and not discharged or released within thirty (30) days; or (e) if a petition is filed by Tenant (or any assignee, sublessee, or guarantor of Tenant) for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of any bankruptcy act then in force and effect; or (f) if an involuntary petition under the provisions of any bankruptcy act is filed against Tenant (or any assignee, sublessee or guarantor of Tenant) and such involuntary petition is not dismissed within sixty (60) days thereafter; or (g) if Tenant (or any assignee, sublessee, or guarantor of Tenant) shall be declared bankrupt or insolvent according to law; or (h) if a receiver, trustee or assignee shall be petitioned for and not contested by Tenant for the whole or any part of Tenant's (or such assignee's, sublessee's, or guarantor's) property, or if a receiver, trustee or assignee shall be appointed over Tenant's (or such other person's) objection and not be removed within sixty (60) days thereafter; or (i) if any representation or warranty made by Tenant shall be untrue in any material respect, provided that if capable of being cured, Tenant shall have period of thirty (30) days after notice from Landlord to cure; or (j) any default of Tenant with respect to any obligations of Tenant set forth in this Lease with respect to any letters of credit to be issued to Landlord hereunder; or (k) any default of Tenant with respect to any obligations of Tenant set forth in this Lease (including, without limitation, in Article VII of this Lease) with respect to insurance pertaining to the Building or the Premises; or (l) any default of Tenant with respect to any obligations of Tenant set forth in Article VIII of this Lease; or (m) any default by Guarantor or any guarantor of Tenant's obligations under this Lease with respect to the Guaranty or any other guaranty made for the benefit of Landlord with respect to this Lease; or (n) any default of Tenant with respect to any obligations of Tenant set forth in this Lease (other than those defaults identified in the preceding provisions of Section 9.1 of this Lease) which default continues for thirty (30) days after notice from Landlord to Tenant (provided, however, that such thirty (30) day period shall be reasonably extended for up to an additional sixty (60) days if the matter complained of can be cured, but the cure cannot be completed within such thirty (30) day period and Tenant begins promptly to cure within such initial thirty (30) day period and thereafter diligently pursues to complete the cure during the additional sixty (60) day period), provided, however, that no notice of the opportunity to cure a default need be given, and no grace period whatsoever shall be allowed to Tenant, (i) if such matters cannot be cured in Landlord's reasonable and good faith determination or (ii) if the covenant or condition the breach of which gave rise to default had, by reason of a breach on a prior occasion, been the subject of a notice hereunder to cure such default. Upon the occurrence of an Event of Default, Landlord and its agents and employees lawfully may, in addition to and not in derogation of any remedies for any preceding breach, immediately or at any time thereafter, without demand or notice and with or without process of law, enter into and upon the Premises or any part thereof in the name of the whole, or mail or deliver a notice of termination of the Term addressed to Tenant at the Premises or at any other address herein provided, and thereby terminate this Lease and repossess the same as of Landlord's former estate. Upon such entry or mailing or delivery, as the case may be, the Term shall terminate, all executory rights of Tenant and all obligations of Landlord under this Lease shall immediately cease, and Landlord may expel Tenant and all persons claiming by, through or under Tenant and remove all of the effects of Tenant and all such persons (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenants; and Tenant hereby waives all statutory and equitable rights to its leasehold (including without limitation rights in the nature of further cure or of redemption, if any). Landlord may, without notice, store Tenant's effects (and those of any person claiming by, through or under Tenant) at the expense and risk of Tenant and, if Landlord so elects, may sell such effects at public auction or auctions or at private sale or sales after seven (7) days' notice to Tenant (which notice period Tenant agrees is reasonable) and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

9.2 Remedies for Default.

(a) Reletting Expenses Damages. If this Lease is terminated due to an Event of Default, then Tenant covenants, as an additional cumulative obligation after such termination, to pay all of Landlord's actual documented out-of-pocket costs and expenses related thereto or in collecting amounts due hereunder, including reasonable attorneys' fees, and all of Landlord's actual documented out-of-pocket expenses in connection with such reletting, including without limitation, tenant inducements, brokerage commissions, fees for legal services, expenses of preparing the Premises for reletting and the like ("Reletting Expenses"). It is agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant such tenant inducements as Landlord in its sole judgment, but acting reasonably, considers advisable, and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable discretion considers advisable, and no action of Landlord in accordance with the foregoing nor any failure to relet or to collect rent under any reletting shall operate or be construed to release or reduce Tenant's liability. Any obligation to relet the Premises imposed upon Landlord by law shall be subject to Landlord's reasonable objectives of developing its property in a harmonious manner with appropriate mixes of tenants, uses, floor areas, terms, etc. All Reletting Expenses, together with all sums otherwise provided for in this Lease, whether incurred prior to or after such termination, shall be due and payable immediately from time to time upon notice from Landlord.

(b) Termination Damages. If this Lease is terminated due to an Event of Default, then unless and until Landlord elects lump sum liquidated damages described in Section 9.2(c) below, Tenant covenants, as an additional cumulative obligation after any such termination, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence Tenant shall be credited with the net proceeds of any Rent then actually received by Landlord from a reletting of the Premises after deducting all Reletting Expenses and all sums provided for in this Lease to be paid by Tenant and not then paid.

(c) Lump Sum Liquidated Damages. If this Lease is terminated due to an Event of Default, then Tenant covenants, as an additional cumulative obligation after termination, to pay forthwith to Landlord at Landlord's election made by notice to Tenant at any time after termination, as liquidated damages a single lump sum payment equal to the sum of (i) all sums provided for in this Lease to be paid by Tenant and not then paid at the time of such election, plus either (ii) the present value (calculated at the Federal Reserve discount rate or equivalent) of the excess of all of the Rent reserved for the residue of the Term over all of the fair market rent reasonably projected by Landlord to be received on account of the Premises during such period, which Rent from reletting shall be reduced by reasonable projections of vacancies and by Landlord's Reletting Expenses described above to the extent not theretofore paid to Landlord, or (iii) an amount equal to the sum of all of the Rent and other sums due hereunder and payable with respect to the twelve (12) month period next following the date of termination. Because Landlord's damages resulting from Tenant's default and subsequent termination are difficult to ascertain as of the Date of Lease, the parties agree that the foregoing agreed-to sum represents a reasonable forecast of Landlord's expected damages as a result of Tenant's breach and early termination.

9.3 Remedies Cumulative. Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any of such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in Section 9.2 of this Lease.

9.4 Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition, or any waiver by Landlord of the breach of any covenant or condition, shall not in any way be held or construed to operate so as to impair the continuing obligation of such covenant or condition, or otherwise operate to permit other similar acts or omissions. No breach shall be deemed to have been waived unless and until such waiver be in writing and signed by Landlord. The failure of Landlord to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease, or the receipt by Landlord of Rent with knowledge of any violation, shall not be deemed a consent to or waiver of such violation, nor shall it prevent a subsequent act, which would otherwise constitute a violation, from in fact being a violation.

9.5 No Accord and Satisfaction; No Surrender. No acceptance by Landlord of a lesser sum than the Annual Fixed Rent, Additional Rent or any other sum or charge then due shall be deemed to be other than on account of the earliest installment of such Rent, sum or charge due; nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other right or remedy available to it. The delivery of keys (or any similar act) to Landlord or any agent or employee of Landlord shall not operate as a termination of this Lease or an acceptance of a surrender of the Premises unless otherwise agreed to in writing by Landlord and Tenant. No receipt for monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right to possession hereunder or after the finding of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Annual Fixed Rent and Additional Rent due, and the payment of said Annual Fixed Rent and Additional Rent shall not waive or affect said notice, suit or judgment.

9.6 WAIVER OF TRIAL BY JURY. IN ANY ACTION OR PROCEEDING ARISING UNDER THIS LEASE, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE WHERE THE

BUILDING IS LOCATED, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY THE LAW OF THE STATE WHERE THE BUILDING IS LOCATED, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

9.7 Landlord's Curing and Enforcement. If Tenant shall neglect or fail to perform or observe any covenant or condition of this Lease and shall not cure such default or Event of Default within the applicable cure period (which period if not otherwise specified in this Lease shall be fifteen (15) days, except no such cure period shall apply in the event of an emergency), Landlord may, at its option, without waiving any claim for breach, at any time thereafter cure such default or Event of Default for the account of Tenant, and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse Landlord therefor, together with an administrative charge of ten percent (10.00%) of the amount thereof, on written demand as Additional Rent, which demand shall include reasonable written evidence for such amounts incurred by Landlord; and Tenant shall further indemnify and save Landlord harmless in the manner elsewhere provided in this Lease in connection with all of Landlord's actions in effecting any such cure, except that Tenant shall not be liable for claims resulting from Landlord's negligence or intentional misconduct. Notwithstanding any other provision herein concerning cure periods, Landlord may cure any default or Event of Default for the account of Tenant after such notice to Tenant, if any, as is reasonable under the circumstances (including telephone notice) if the curing of such default or Event of Default prior to the expiration of the applicable cure period is reasonably necessary to prevent reasonably anticipatable damage to the Premises or other improvements or possible injury to persons, or to protect Landlord's interest in its property or the Premises. Tenant shall pay to Landlord on written demand as Additional Rent all of the costs and expenses of Landlord as documented by reasonable written evidence provided to Tenant, together with the ten percent (10.00%), administrative charge and reasonable attorneys' fees, incurred in enforcing any covenant or condition of this Lease. Without limiting any of its other rights or remedies, any sum due hereunder shall, in addition, bear interest from the date due at the Default Rate.

In the event Tenant breaches any covenant or fails to observe any condition set forth in Article VII of this Lease with respect to the insurance required to be maintained by Tenant, then and without limiting any other right or remedy, and notwithstanding any other provision herein concerning notice and cure of defaults or Events of Default, Landlord may immediately and without notice to Tenant obtain such insurance as required of Tenant, and Tenant shall pay the cost thereof and Landlord's expenses related thereto as reasonably documented in writing upon written demand as Additional Rent.

9.8 Landlord's Default. In no event shall Landlord be in default unless notice thereof has been given to Landlord (and all mortgagees of which Tenant has been informed in writing) and Landlord (or any such mortgagee at its sole discretion) fails to perform within thirty (30) days (provided, however, that such thirty (30) day period shall be reasonably extended if such performance begins within such period and thereafter is diligently pursued to completion, or if such mortgagee notifies Tenant within such period that it intends to cure on behalf of Landlord and thereafter begins curing within such period, or if later within thirty (30) days after acquiring possession of the Premises if the cure requires the mortgagee to obtain possession of the Premises, and diligently pursues curing with reasonable promptness). Any mortgagee notice and cure periods set forth in any subordination, nondisturbance and attornment agreement then in effect under Section 11.1 of this Lease shall control to the extent the same differ from the foregoing. Subject to the provisions of this Lease and to any agreement between Tenant and Landlord's lender, Tenant shall have all rights and remedies available to it at law or in equity.

9.9 Vacancy During Last Six Months. If Tenant vacates substantially all of the Premises (or substantially all of major portions of the Premises) at any time within the last six (6) months of the Term, it shall not be considered an Event of Default by Tenant hereunder so long as Tenant complies with all of its other obligations under this Lease. Following Tenant's vacation of substantially all of the Premises (or such portions), Landlord may enter the Premises (or such portions) and commence demolition work or construction of leasehold improvements for future tenants. The exercise of such right by Landlord will not affect Tenant's obligations to pay Annual Fixed Rent or Additional Rent with respect to the Premises (or such portions), which obligations shall continue without abatement until the end of the Term.

9.10 Security Deposit. (a) Within five (5) business days of the Term Commencement Date, Tenant shall pay in cash or provide via a letter of credit the Security Deposit to Landlord to secure the performance by Tenant of the obligations of Tenant hereunder. Unless Tenant shall have defaulted on any of its obligations under the Lease, the Security Deposit shall be applied to the Fixed Rent due during the last month of the Term. If in the form of cash, the Security Deposit may be mingled with other funds of Landlord and no fiduciary relationship shall be created with respect to the Security Deposit, nor shall Landlord be liable to pay Tenant interest thereon. If Tenant shall fail to perform any of its obligations under this Lease, Landlord may, but shall not be obliged to, apply the Security Deposit to the extent necessary to cure the default, and Tenant shall be obliged to restore the Security Deposit to the original amount thereof upon written demand. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of Section 9.10 of this Lease, and the return thereof in accordance herewith. The holder of any mortgage shall not be responsible to Tenant for the return or application of the Security Deposit, whether or not it succeeds to the position of Landlord hereunder, unless the Security Deposit shall have been received in hand by such holder, provided, however, that Tenant shall not be required to pay the Security Deposit (or any security deposit) to the holder of any mortgage who succeeds to the position of Landlord if the Security Deposit is not received by such holder of any mortgage. Within thirty (30) days after the expiration or sooner termination of the Term and surrender of possession of the Premises by Tenant the Security Deposit, to the extent not applied, shall be returned to Tenant, without interest, provided that there is then existing no Event of Default (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute an Event of Default).

(b) In lieu of a cash Security Deposit, Tenant may deliver to Landlord on the execution of this Lease as security for the performance of the obligations of Tenant hereunder a letter of credit in the initial amount specified for the Security Deposit in Article 1 of this Lease in accordance with Section 9.10 of this Lease and otherwise in the form reasonably acceptable to Landlord (as it may be renewed, replaced, and/or reduced pursuant to Section 9.10 of this Lease, the "Letter of Credit"). Tenant's failure to timely deliver the Letter of Credit to Landlord shall constitute an Event of Default under this Lease, without any notice or cure period. The Letter of Credit: (i) shall be irrevocable and shall be issued by a commercial bank to Landlord that has an office in or a branch location in the State of Maryland or the State of New Jersey; (ii) shall require only the presentation to the issuer of a certificate of the holder of the Letter of Credit stating the circumstances under which Landlord is authorized pursuant to this Lease to draw under the Letter of Credit as set forth in this Section 9.10; (iii) shall be payable to Landlord and its successors in interest as the Landlord and shall be freely transferable without cost to any such successor or any lender holding a collateral assignment of Landlord's interest in the Lease; (iv) shall be for an initial term of not less than one (1) year and contain a provision that such term shall be automatically renewed for successive one (1) year periods unless the issuer shall, at least sixty (60) days prior to the scheduled expiration date, give Landlord notice of such non-renewal; and (v) shall otherwise be in form and substance reasonably acceptable to Landlord. Notwithstanding the foregoing, the term of the Letter of

Credit for the final period of the Term shall be for a term ending not earlier than the date forty-five (45) days after the last day of the Term.

Landlord shall be entitled to draw upon the Letter of Credit for its full amount (i) if an Event of Default shall exist under this Lease, or (ii) if, not less than sixty (60) days before the scheduled expiration of the Letter of Credit, Tenant has not delivered to Landlord a new Letter of Credit in accordance with Section 9.10 of this Lease (which failure shall be deemed an Event of Default without notice or cure period, provided, however, that if Landlord draws on the Letter of Credit, it shall hold the proceeds thereof as a cash Security Deposit pursuant to the provisions of this Lease). Landlord may, but shall not be obligated to, apply the amount so drawn to the extent necessary to cure Tenant's default or Event of Default under this Lease. Any amount drawn in excess of the amount applied by Landlord to cure any such default or Event of Default shall be held by Landlord as a Security Deposit for the performance by Tenant of its obligations under this Lease. The Security Deposit shall be held as set forth above with respect to cash security deposits. If Tenant shall fail to perform any of its obligations under this Lease after applicable notice and cure periods, Landlord may, but shall not be obliged to, apply the Security Deposit to the extent necessary to cure the default or Event of Default. After any such application by Landlord of the Letter of Credit or the Security Deposit, Tenant shall restore the Letter of Credit to the amount originally required to be maintained under this Lease, upon written demand. Within thirty (30) days after the expiration or sooner termination of the Term the Letter of Credit and any Security Deposit, to the extent not applied, shall be returned to the Tenant, without interest.

If, at any time, the financial condition of the issuer of the Letter of Credit changes in any materially adverse way, as determined by Landlord in its reasonable discretion, then Tenant shall, within seven (7) days of notice from Landlord, deliver to Landlord a replacement Letter of Credit which otherwise meets the requirements of this Lease. In addition, if such issuer is insolvent or placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, or if a trustee, receiver or liquidator is appointed for such issuer, then, effective as of the date of such occurrence, the Letter of Credit shall be deemed to not meet the requirements of Section 9.10 of this Lease and Tenant shall, within seven (7) days of notice from Landlord, deliver to Landlord a replacement Letter of Credit which otherwise meets the requirements of this Lease. Tenant's failure to deliver any required replacement Letter of Credit (as provided herein) shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure period. Upon an Event of Default, in addition to any of Landlord's rights and remedies set forth in this Lease, Landlord shall have the right, without further notice to Tenant, to immediately draw upon the Letter of Credit for the full amount and hold the proceeds thereof.

ARTICLE X. CASUALTY AND CONDEMNATION

10.1 Fire or Casualty

(a) If the Premises (including machinery or equipment used in its operation) shall be damaged by fire or other casualty, then Landlord shall repair and restore the damage with reasonable promptness and diligence, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, but Landlord shall not be obligated to expend for repairing or restoring the damage an amount in excess of the proceeds of insurance actually received by Landlord for application to the repair of such damage. Notwithstanding the foregoing, Landlord and Tenant shall have the right to terminate this Lease due to a casualty but only under the following two circumstances: first, if all or substantially all of the Building is destroyed and by Landlord's reasonable written estimate (to be sent to Tenant as soon as reasonably practicable after the casualty), the Building cannot not reasonably be rebuilt within 365 days after the date of the casualty, then either Landlord or Tenant may terminate this Lease by notice to the other party no later than thirty (30) days after the date Landlord sends to Tenant its written estimate on the time for rebuilding; or second, the casualty occurs during the last year of the Term and the casualty is reasonably likely to preclude Tenant from occupying the Premises for normal business purposes for a period of at least thirty (30) days, then either Landlord or Tenant may terminate this Lease by notice to the other party no later than thirty (30) days after the date of the casualty. Annual Fixed Rent and Additional Rent shall abate on those portions of the Premises as are, from time to time, untenantable and, in fact, not used by Tenant for normal business operations as a result of such damage until such time as Landlord has substantially completed Landlord's restoration obligations under Section 10.1 of this Lease.

(b) Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to Section 10.1 of this Lease to repair or restore any portion of any Alterations in the Premises or the decoration thereto or any of Tenant's personal property or fixtures in the Premises. If Tenant desires that Landlord perform such restoration or any other additional repairs or restoration, and if Landlord consents thereto (which consent shall not be unreasonably withheld, conditioned or delayed), it shall be done at Tenant's sole cost and expense subject to all of the applicable provisions of this Lease. Tenant acknowledges that if this Lease is terminated under any of the provisions of Section 10.1 of this Lease, Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to any alterations, addition, installation, improvements or decorations which would become Landlord's property upon the termination of the Lease. Article X of this Lease shall be deemed an express agreement governing any damage or destruction of the Premises by fire or other casualty, and any law providing for a contingency in the absence of an express agreement, now or hereafter in force, shall have no application.

10.2 Condemnation

(a) Landlord shall promptly notify Tenant in writing of any threatened or actual condemnation proceeding or taking by eminent domain of the Premises of which Landlord has actual knowledge. If the Premises or the Building (or any portion of the Building, the loss of which would require reconfiguration or restoration of the Building and (i) Landlord reasonably estimates such reconfiguration or restoration will cost in excess of twenty-five percent (25.00%) of the current replacement cost of the Building or (ii) Landlord's lender will not permit Landlord to use the condemnation proceeds to restore the Building) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, Landlord shall have the right, exercisable at its sole direction, to terminate this Lease upon not less than ninety (90) days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in any condemnation award made to Landlord or in any judgment for damages obtained by Landlord caused by such taking or condemnation. Nothing shall prohibit Tenant from instituting or pursuing a claim for its relocation costs and the value of its leasehold interest in a condemnation proceeding, provided that such claim by Tenant does not reduce the award available to Landlord.

(b) If any such taking (i) renders (A) twenty-five percent (25.00%) or more of the Building untenantable and (B) the remainder of the Building cannot be used for Tenant's normal business operations, or (ii) occurs within the last Lease Year, Landlord or Tenant shall have the right to terminate this Lease as of the date of such taking upon notice given to the other at any time within one hundred twenty (120) days after the date of such taking. If neither party so terminates, Landlord shall, to the extent condemnation proceeds are paid to Landlord and not required to pay down Landlord's mortgage loan, use diligent efforts to restore or repair the Building. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, by virtue of any delays in completion of such repairs and restoration unless such repairs are not completed within such one hundred eighty (180) day period, in which event Tenant shall have the right to terminate this Lease if such repairs are not completed within such one hundred eighty (180) day period. Annual Fixed Rent and Additional Rent, however, shall abate on those portions of the Premises as are, from time to time, untenantable and, in fact, unoccupied by Tenant as a result of such taking or for so long as the general Building systems are rendered inoperable.

(c) Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord shall have no duty pursuant to Section 10.2 of this Lease to repair or restore any of the Tenant Work, the Alterations or any of Tenant's decorations, personal property or fixtures in the Premises. Tenant acknowledges that if this Lease is terminated under any of the provisions of Section 10.2 of this Lease, Landlord shall be entitled to the full proceeds of any condemnation award, for damage to any of the Alterations which would become Landlord's property upon termination of this Lease, provided that Tenant shall have the right to institute or pursue a claim as set forth in Section 10.2(a) above. If the Lease is terminated pursuant to this Section 10.2, Landlord shall return the Security Deposit to Tenant as required under the provisions of this Lease.

ARTICLE XI. PROTECTION OF LENDERS

11.1 Subordination and Superiority of Lease. Tenant agrees that this Lease and the rights of Tenant hereunder will be subject and subordinate to the present or future lien of any first mortgage (and at Landlord's election, to the lien of any subordinate mortgage or mortgages) and to the rights of any lessor under any ground or improvements lease of the Property (collectively referred to in this Lease as a "mortgage" and the holder or lessor thereof from time to time as a "mortgagee"), and to all advances and interest thereunder and all modifications, renewals, extensions and consolidations thereof; and that Tenant shall attorn to any such mortgagee succeeding to Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, or otherwise, promptly after the giving of notice by such mortgagee requiring such attornment; provided, however, that the mortgagee of any such mortgage executes and delivers to Tenant an agreement, in the form then being used for such purposes by such mortgagee, in which the mortgagee agrees that Tenant shall not be disturbed in its possession upon Tenant's attornment to such mortgagee as Landlord and performance of its Lease covenants (both of which conditions Tenant agrees with all mortgagees to perform). Tenant agrees that any mortgagee may at its option unilaterally elect to subordinate, in whole or in part and by instrument in form and substance satisfactory to such mortgagee alone, the lien of its mortgage (or the priority of its ground lease) to some or all provisions of this Lease.

Tenant agrees that this Lease shall survive the merger of estates of any ground (or improvements) lessor and lessee. Until a mortgagee (either superior or subordinate to this Lease) forecloses Landlord's equity of redemption (or terminates in the case of a ground or improvements lease), no mortgagee shall be liable for failure to perform any of Landlord's obligations (and such mortgagee shall thereafter be liable only after it succeeds to and holds Landlord's interest and then only as limited herein). Except to the extent set forth between any mortgagee (or any other successor to Landlord acquiring the Premises by foreclosure, deed in lieu of foreclosure, or otherwise) and Tenant, such mortgagee or other successor of Landlord shall not be: (i) liable for any previous act or omission of Landlord under the Lease; (ii) subject to any credit, demand, claim, counterclaim, offset or defense which theretofore accrued to Tenant against Landlord; (iii) unless consented to by such mortgagee, bound by any previous amendment or modification of the Lease or by any previous prepayment of more than one (1) month's payment of Annual Fixed Rent or Additional Rent (except estimated payments of Additional Rent); (iv) required to account for any security deposit of Tenant other than any security deposit actually delivered to such mortgagee by Landlord; (v) bound by any obligation to make any payment to Tenant or grant any credits, except for services, repairs, maintenance and restoration provided for under the Lease to be performed by Landlord after the date of such attornment; or (vi) responsible for any monies owing by Landlord to Tenant. Tenant shall give notice of any alleged non-performance on the part of Landlord to any mortgagee of which Tenant has received notice, simultaneously with the default notice delivered to Landlord; and Tenant agrees that such mortgagee shall have a separate, consecutive reasonable cure period of thirty (30) days following Landlord's cure period during which such mortgagee may, but need not, cure any non-performance by Landlord. The foregoing shall not relieve such mortgagee of the obligation to remedy or cure any conditions at the Premises the existence of which constitutes a Landlord default under this Lease and which continue at the time of such mortgagee's taking or receiving title to the Premises, provided that such mortgagee shall have received notice of any such conditions and an opportunity to cure same in accordance with the terms hereof. The agreements in this Lease with respect to the rights and powers of a mortgagee constitute a continuing offer to any person which may be accepted by taking a mortgage (or entering into a ground or improvements lease) of the Premises.

11.2 Rent Assignment. If from time to time Landlord assigns this Lease or the rents payable hereunder to any person, whether such assignment is conditional in nature or otherwise, such assignment shall not be deemed an assumption by the assignee of any obligations of Landlord; but the assignee shall be responsible only for non-performance of Landlord's obligations which occur after it succeeds to and only while it holds Landlord's interest in the Premises.

11.3 Other Instruments. The provisions of Article XI of this Lease shall be self-operative; nevertheless, Tenant agrees to execute, acknowledge and deliver any subordination, attornment or priority agreements or other instruments conforming to the provisions of Article XI of this Lease (and being otherwise commercially reasonable) from time to time requested in writing by Landlord or any mortgagee in furtherance of the foregoing, and further agrees that its failure to do so within ten (10) business days after written demand shall be deemed Tenant's conclusive acceptance and consent to the matters set forth in such agreement or instrument.

11.4 Financial Condition of Tenant. Subject to the provisions of this Section 11.4, within fifteen (15) business days after a written request therefor from Landlord, which shall follow a request for the same from a lender, a prospective lender, and/or a prospective purchaser, Tenant shall deliver to Landlord its most recent financial statements and those of Guarantor (including balance sheets, income statements, statements of cash flow, and accompanying financial statement notes), certified as being true, correct and complete in all material respects by the Treasurer or the Chief Financial Officer of Tenant and/or Guarantor, as applicable. All such financial statements may be delivered to Landlord's mortgagees and lenders and prospective mortgagees, lenders and purchasers directly by Tenant, or at Landlord's option, by Landlord on Tenant's behalf. Additionally, on a periodic basis, but not more than twice in a twelve (12) month period, Landlord shall have the right to contact Tenant and/or Guarantor via phone or to meet in person to discuss financial and business conditions. Likewise, Tenant and Guarantor shall not be required to deliver its financial statements to Landlord more than twice in a twelve (12) month period. Notwithstanding anything to the contrary in this Lease, if an Event of Default shall have occurred, the limitations set forth in this Section 11.4 as to Landlord's rights to request information and/or documents and Tenant's obligations to so provide shall no longer apply and Tenant shall provide its financial statements and/or meet with Landlord to discuss Tenant's and Guarantor's financial and business conditions no later than fifteen (15) business days after a written request therefor from Landlord. Landlord shall keep and maintain and shall instruct mortgagees and lenders and prospective mortgagees, lenders and purchasers to keep and maintain such financial statements in strict confidence and to not disclose the financial statements to any third party, except as may be required by applicable Law.

ARTICLE XII. MISCELLANEOUS

12.1 Notice from One Party to the Other. All notices shall be in writing and shall be delivered (a) by email, (b) in hand by any courier service providing evidence of delivery, or (c) by a nationally recognized overnight courier providing evidence of delivery as set forth below. Notwithstanding anything to the contrary in this Lease, any notice of Event of Default or pertaining to an occurrence or nonoccurrence that if not cured would constitute an Event of Default shall be sent by both email and either hand courier or a nationally recognized overnight courier service. Any notice so addressed shall be deemed duly given if by email when sent, if by hand or by overnight courier upon actual receipt by any person reasonably appearing to be an agent or employee working in the executive offices of the addressee.

If to Tenant:

EDA International, Inc.
1010 Railroad Street
Carona, CA 92882
Attn: Michael Cheung
Email: michael@edayun.com

If to Landlord:

400 Fairfield Road Owner, LLC
c/o MCB Real Estate, LLC
2002 Clipper Park Road, Suite 105
Baltimore Maryland 21211
Attention: P. David Bramble
Email: dbramble@mcbrealestate.com

and

400 Fairfield Road Owner, LLC
c/o MCB Property Management, LLC
2002 Clipper Park Road, Suite 105
Baltimore, Maryland 21211
Attn: Ryan Bailey
Email: rbailey@mcbrealestate.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with Section 12.1 of this Lease. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

12.2 Quiet Enjoyment. Landlord agrees that upon Tenant's paying all rent and performing and observing all covenants, conditions and other provisions on its part to be performed and observed, Tenant may peaceably and quietly have, hold and enjoy the Premises during the Term without disturbance by Landlord or anyone claiming by, through or under it, subject always to the terms of this Lease, provisions of law, and rights or interests of record to which this Lease may be or become subject and subordinate.

12.3 Limitation of Landlord's Liability. Landlord shall be liable only for breaches of Landlord's obligations occurring while Landlord is owner of the fee of which the Premises are a part (provided, however, that if Landlord shall ever sell and lease-back such fee, or the ground thereof or the improvements thereon, then “fee” shall, in such event, be deemed to mean Landlord's leasehold interest). Tenant (and all persons claiming by, through or under Tenant) agrees to look solely to Landlord's interest from time to time in the Premises (including the uncollected rents, issues, profits, and proceeds thereof, subject to the superior rights of mortgagees therein) for satisfaction of any claim or recovery of any judgment from Landlord; it being agreed that neither Landlord nor any trustee, beneficiary, partner, member, manager, shareholder, agent or employee of Landlord shall ever be personally or individually liable for any claim or judgment, or otherwise, to Tenant (or such persons). In no event shall Landlord ever be liable to Tenant (or such persons) for indirect or consequential damages; nor shall Landlord ever be answerable or liable in any equitable judicial proceeding or order beyond the extent of such interest in the Premises.

12.4 Applicable Law and Construction. This Lease may be executed in counterpart copies and shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provision shall to any extent be invalid, the remainder of this Lease shall not be affected. Other than contemporaneous instruments executed and delivered as of the Date of Lease, if any, this Lease contains all of the agreements between Landlord and Tenant with respect to the Premises and supersedes all prior dealings between them with respect thereto. There are no oral agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision. Unless Landlord’s approval or consent is required by its terms not to be unreasonably withheld, such approval or consent may be withheld in Landlord’s sole but reasonable discretion. If Tenant is granted any extension or other option, to be effective the exercise (and notice thereof) shall be unconditional, time always being of the essence to any options; and if Tenant purports to condition the exercise of any option or vary its terms in any manner, then the option granted will automatically and immediately become null and void and the purported exercise will be ineffective. This Lease and all consents, notices and other related instruments may be reproduced by any party by photographic, .pdf scan or other reproduction process and the originals thereof may be destroyed; and each party agrees that reproductions will be admissible in evidence to the same extent as the original itself in and judicial or administrative proceeding (whether or not the original is in existence and whether or not reproduction was made in the regular course of business), and further reproduction will likewise be admissible. The titles of the several Articles and Sections of this Lease are for convenience only, and shall not be considered a part hereof. The submission of a form of this Lease or any summary of its terms shall not constitute an offer by Landlord to Tenant; but a leasehold shall only be created and the parties bound when this Lease is executed and delivered by both Landlord and Tenant.

12.5 Successors and Assigns. Except as herein provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its legal representatives, successors and assigns, and shall inure to the benefit of Tenant and its legal representatives, successors and permitted assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and Tenant's legal representatives, successors and permitted assigns and shall inure to the benefit of Landlord and its legal representatives, successors and assigns.

12.6 Relationship of the Parties. Nothing herein shall be construed as creating the relationship between Landlord and Tenant of principal and agent, or of partners or joint venturers; it being understood and agreed that neither the manner of fixing rent, nor any other provision of this Lease, nor any act of the parties, shall ever be deemed to create any relationship between them other than the relationship of landlord and tenant.

12.7 Estoppel Certificate. Within ten (10) business days after either party's written request (subject to extensions for five (5) additional business days to allow the parties to finalize and complete negotiations of any applicable documents so long as the parties are working in good faith), Landlord and Tenant agree, in favor of the other, to execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications), and the amount and dates to which the Annual Fixed Rent (and Additional Rent and all other charges) have been paid and any other information reasonably requested by the requesting party or Landlord's mortgagee. Both parties intend and agree that any such statement may be relied upon by any prospective purchaser, mortgagee, or other person to whom the same is delivered. Tenant acknowledges that prompt execution and delivery of such statements, and all instruments referred to in Article XI of this Lease, constitute essential requirements of any financings or sales by Landlord, and Tenant will indemnify Landlord in the manner elsewhere provided against all costs and damages suffered by Landlord and caused by Tenant's failure to comply herewith (notwithstanding any grace period) or Landlord's right to execute the same on Tenant's behalf.

12.8 No Recordation of Lease. Neither Landlord nor Tenant shall record this Lease or any memorandum thereof.

12.9 Legal Proceedings. If there is any legal action or proceeding between Landlord and Tenant to enforce this Lease or to protect or establish any right or remedy under this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney fees and disbursements shall be included in and as a part of such judgment.

12.10 Landlord's Consent or Lender Approval. Tenant shall pay Landlord's reasonable fees and expenses, including, without limitation, legal, engineering and other consultants' fees and expenses, incurred in connection with (i) Tenant's request for Landlord's consent or approval under this Lease, (ii) any request by Tenant for an approval or agreement with Landlord's lender, which fees and expenses shall not to exceed $7,500 in any instance (and which limitation also shall apply to any Tenant request for approval under Section 6.7 of this Lease).

12.11 Holding Over. If Tenant (or anyone claiming by, through or under Tenant) shall remain in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease with respect to any portion of the Premises without any agreement in writing executed with Landlord, such holdover shall be treated as a tenancy at sufferance and shall be on the terms and conditions as set forth in this Lease as far as applicable subject to the following. Tenant shall have the right to hold over in the Premises after the end of the term for three periods of thirty days each, provided that Tenant provides to Landlord at least thirty days' prior notice with respect to each of those three periods. Such holdover tenancy for those first three months shall be at one hundred twenty-five percent (125%) of the Annual Fixed Rent and Additional Rent as applicable during the last month of the Term. After that three month period or as of the first day following the end of the Term if Tenant failed to give notice of its intent to holdover as required in this Section 12.11, if Tenant holds over in Premises after the Term, Tenant shall pay as a use and occupancy charge an amount equal to two hundred percent (200.00%) of the Annual Fixed Rent and Additional Rent payable for the twelve (12) month period immediately preceding such expiration or termination for the period measured from the day on which Tenant's holdover commences and terminating on the day on which Tenant vacates the Premises. In addition, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs and damages, direct and/or indirect, sustained by reason of any such holding over, including, without limitation, claims made by and loss of any succeeding tenant arising out of such failure to timely surrender possession of the Premises. In all other respects, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable (and excluding any extension, expansion or rights of first offer of tenant) in the Lease. Nothing contained in this Section 12.11 shall be construed as a consent by Landlord to any holding over by Tenant, and Landlord shall have the right to immediately terminate such holding over pursuant to applicable Laws.

12.12 Interpretation. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

12.13 Waivers. All waivers shall be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by to the conditions of such statement.

12.14 Force Majeure. If either party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond reasonable control include, but are not limited to, acts of God, war, civil commotion or terrorism, labor disputes, strikes, fire, flood or other casualty, shortages, delayed availability, or unavailability of labor or materials and weather conditions, but exclude financial circumstances. Notwithstanding anything to the contrary in this Lease, the provisions of this Section 12.14 shall not apply to Tenant's duty to pay Rent or any other amount due from Tenant to Landlord under the provisions of this Lease.

12.15 Brokers. Each of Tenant and Landlord represents and warrants to the other that it has not dealt with any broker in connection with this Lease or the Premises and agrees to indemnify and save the other harmless from all loss, claim, damage, cost or expense (including reasonable attorneys' fees of counsel of the other's choice against whom the indemnifying party makes no reasonable objection) arising from its breach of this representation and warranty. This warranty and representation shall survive the Term and any earlier termination of this Lease.

12.16 Guaranty. Not later than the Date of Lease, Tenant shall cause Guarantor to execute and deliver to and for the benefit of Landlord the Guaranty of Tenant's obligations under and with respect to this Lease in the form attached to and hereby made a part of this Lease as Exhibit E. Tenant acknowledges and agrees that Landlord's willingness to enter into this Lease with Tenant is expressly contingent upon the execution and delivery by Guarantor of the Guaranty to and for the benefit of Landlord. At the option of Landlord, any failure by Guarantor to execute and deliver the Guaranty to Landlord on or before the Date of Lease in the form of Exhibit E shall constitute an Event of Default under the terms and conditions of this Lease as to which no cure or grace period shall be applicable.

ARTICLE XIII. SPECIAL PROVISIONS

13.1 Prohibited Persons and Transactions. Tenant and Landlord each represents and warrants to the other that neither the representing party, nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not transfer this Agreement to, contract with, or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

13.2 CFIUS. Tenant acknowledges that Landlord's lender may impose on Landlord certain requirements with respect to Laws pertaining to the Committee on Foreign Investment in the United States (CFIUS). Tenant shall provide to Landlord, by no later than seven (7) days after a written request for the same, with such information about Tenant and/or its ownership structure and/or its direct and indirect owners as Landlord may request to comply with such lender requirements and/or Laws pertaining to CFIUS.

13.3 No Offer. The preparation and submission of a draft of this Lease by either party to the other shall not constitute an offer, nor shall either party be bound to any terms of this Lease or the entirety of the Lease itself until both parties have fully executed a final document and an original signature document has been received by both parties. Until such time as described in the previous sentence, either party is free to terminate negotiations with no obligation to the other.

13.4 Incorporation of Exhibits. The exhibits attached hereto shall be incorporated herein and understood to be a part hereof as though included in the body of this Lease.

[REMAINDER OF THIS PAGE IS BLANK; SIGNATURES ON NEXT PAGE]

Executed as of the Date of Lease.

<u>LANDLORD</u>:

400 FAIRFIELD ROAD OWNER, LLC
a Delaware limited liability company

By: ______________________________(SEAL)
Name: P. David Bramble
Title: Authorized signatory

<u>TENANT</u>:

EDA INTERNATIONAL, INC.
a California corporation

By: ______________________________(SEAL)
Name:
Title:

Executed as of the Date of Lease.

LANDLORD:

400 FAIRFIELD ROAD OWNER, LLC
a Delaware limited liability company

By: ___________________________(SEAL)
Name:
Title:

TENANT:

EDA INTERNATIONAL, INC.
a California corporation

By: Cheung Man Yu ___________________________(SEAL)
Name: Cheung Man Yu
Title: Group CFO

52729546.10

EXHIBIT A

DESCRIPTION OF THE LAND

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Howell, in the County of Monmouth, State of New Jersey:

Beginning at a point and corner common with New Lot 19.11 and existing Lot 19.02 and also being on the curved westerly property line of Lot 19.08 (now or formerly NJDOT); thence the following three (3) courses along NJDOT parcels:

(1) On said, curving to the right, in a southerly direction and continuing along NJDOT lands, having a radius of 570.00 feet an arc length of 85.00 feet and a central angle of 08 degrees 32 minutes 39 seconds (having a chord bearing South 00 degrees 43 minutes 11 seconds west and a chord distance of 84.92 feet) to a point of tangency; thence

(2) South 04 degrees 59 minutes 30 seconds west a distance of 226.38 feet to a point; thence

(3) South 85 degrees 00 minutes 27 seconds east a distance of 2.17 feet to a concrete monument to be set for a point on the proposed right of way line of Fairfield Road (said proposed right of way line being a perpendicular offset of 8.50 feet from existing right of way line of said roadway; thence

(4) On said proposed right of way line of Fairfield Road, South 05 degrees 20 minutes 00 seconds west a distance of 1,437.06 feet to a concrete monument to be set for an angle point on the same; thence

(5) On the same South 08 degrees 35 minutes 00 seconds west a distance of 177.55 feet to a concrete monument to be set for a point on the same said point being on the common line with Lot 21, Block 168; thence

(6) On said common line with Lot 21, Block 168, North 71 degrees 50 minutes 00 seconds west, a distance of 533.27 feet to a property corner to be set by the surveyor of record for a point and common corner of the same; thence

(7) On the same, South 31 degrees 25 minutes 00 seconds west, a distance of 156.10 feet to a property corner to be set by the surveyor of record for a point and common corner of the same said point also being the northeasterly line of Lot 41 Block 168; thence

(8) North 47 degrees 17 minutes 11 seconds west a distance of 436.02 feet to a capped iron pin to be set for a point and common corner with new Lot 19.12 Block 168; thence

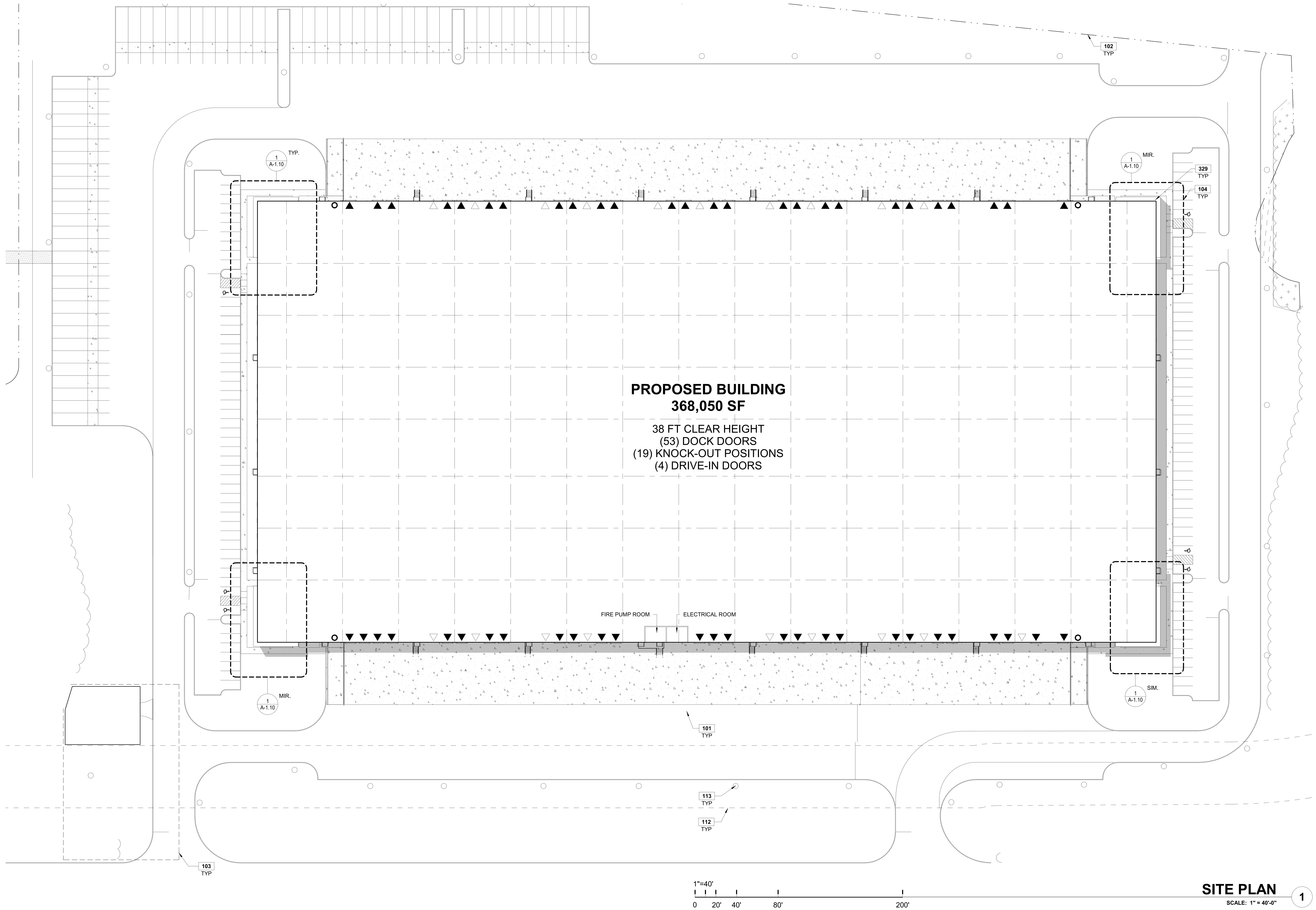
(9) On the division line with New Lot 19.12, North 11 degrees 12 minutes 36 seconds east a distance of 1,664.47 feet to a capped iron pin to be set for a point and common corner of the same; thence

(10) On the division line with New Lot 19.12 and continuing onto the division line with Lot 19.02, South 86 degrees 39 minutes 52 seconds east (passing over a capped iron pin 48.00 feet from the beginning of this course) a distance of 764.81 feet to the point and place of beginning.

For information purposes only: Being known as tax lot 19.11 in tax block 168 on the official tax map of the Township of Howell, Monmouth County, State of NJ.

EXHIBIT A-1

DRAWING DEPICTING THE PREMISES



SITE PLAN

1

SCALE: 1" = 40'-0"

NOTES

SEE SHEET G-0.02 FOR GENERAL NOTES

101	REFER TO CIVIL DRAWINGS FOR DETAILED SITE PLAN SCOPE.
102	PROPERTY LINE, SEE CIVIL DRAWINGS.
103	EASEMENT LINE, SEE CIVIL DRAWINGS.
104	PAINTED PARKING STRIPING PER CITY STANDARDS, SEE CIVIL DRAWINGS.
112	BUILDING SETBACK LINE, SEE CIVIL DRAWINGS.
113	SITE LIGHTING, SEE CIVIL DRAWINGS.
329	METAL CANOPY.

LEGEND

- ACCESSIBLE PATH OF TRAVEL.
- PROPERTY LINE.
- ▼ DOCK HIGH TRUCK DOOR
- ▽ KNOCKOUT (FUTURE DOCK HIGH TRUCK DOOR)
- O GRADE LEVEL TRUCK DOOR

SITE NOTES

- CONTRACTORS TO VERIFY GRADE ELEVATIONS COMPLY WITH ADA REQUIREMENTS.

- ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. SEE CIVIL DRAWINGS FOR DETAILED SITE PLAN SCOPE.

DESIGNER / BUILDER

ARCO DESIGN/BUILD INDUSTRIAL

200 N. WARNER ROAD, SUITE 430
KING OF PRUSSIA, PA 19406
P: 610.234.0070 F: 610.234.0076

ADBI | DESIGN SERVICES

PROJECT TITLE

ACTIVE HOWELL

FAIRFIELD ROAD, HOWELL, NJ 07728

ARCHITECT
ADBI / DESIGN SERVICES LLC
44 SOUTH BROADWAY, SUITE 1003
WHITE PLAINS, NY 10601

CIVIL ENGINEER
MID ATLANTIC ENGINEERING PARTNERS, LLC.
5 COMMERCE WAY, SUITE 200
HAMILTON, NJ 08691

STRUCTURAL ENGINEER
SMITH/ ROBERTS AND ASSOCIATES
6501 BLUFF ROAD
INDIANAPOLIS, IN 46217

MECHANICAL ENGINEER
NATIONAL DESIGN BUILD SERVICES
1140 BORMAN DRIVE
MARYLAND HEIGHTS, MO 63146

ELECTRICAL ENGINEER
SKYLINE ELECTRIC
416 UPPER NECK RD.
PITTSGROVE, NJ 08318

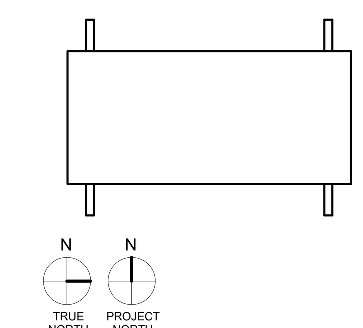
PLUMBING ENGINEER
MCCARTHY ENGINEERING
555 VAN REED ROAD
WYOMISSING, PA 19610

FIRE PROTECTION ENGINEER
JERSEY FIRE PROTECTION CORP.
1752 CROWN POINT RD.
WEST DEPTFORD, NJ 08086

SEAL

JOSEPH V. DIGIORGIO | NJ: 21AI02159600

KEY PLAN



SUBMITTALS

NO.	DATE	DESCRIPTION
0	03.23.2022	ISSUE FOR PERMIT

PROJECT NO.	DRAWN BY
AS251-21 | NY125	JB

SHEET TITLE

ARCHITECTURAL SITE PLAN

SHEET NO.

A-1.00

EXHIBIT B

RULES AND REGULATIONS

1. Except for dock shelters and seals as may be expressly permitted by Landlord, no awnings or other projections shall be attached to the outside walls of the Building.

2. Tenant shall not use, keep or permit to be used or kept any flammable or combustible materials without proper governmental permits and approvals.

3. Tenant shall not use, keep or permit to be used or kept food or other edible materials in or around the Premises in such a manner as to attract rodents, vermin or other pests. Tenant shall not permit cooking in or about the Premises other than in microwave ovens.

4. Tenant shall not alter any lock or install any new locks or bolts on any door at the Building without the prior written consent of Landlord.

5. Storage of propane tanks, whether interior or exterior, shall be in secure and protected storage enclosures approved by the local fire department and, if exterior, shall be located in appropriate areas. Safety equipment, including eye wash stations and approved neutralizing agents, shall be provided in areas used for the maintenance and charging of lead-acid batteries. Tenant shall protect electrical panels and Building mechanical equipment from damage from forklift trucks.

6. No person shall go on the roof of the Building without Landlord's permission except to perform obligations under the Lease.

7. No animals (other than seeing eye dogs) or birds of any kind may be brought into or kept in or about the Premises.

8. Machinery, equipment and apparatus belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to cause harm to the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the transmission of such noise and vibration. Tenant shall cease using any such machinery which causes such noise and vibration which cannot be sufficiently mitigated.

9. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks of sufficient size to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted on streets adjacent to the Premises.

10. Forklifts and other mobile machinery or equipment shall use only tires that do not damage the surface(s) (exterior or interior) on which the machinery / equipment is used.

11. Tenant shall appoint an Emergency Coordinator who shall be responsible for assuring notification of the local fire department in the event of an emergency, assuring that sprinkler valves are kept open and implementing the Factory Mutual “Red Tag Alert” system, including weekly visual inspection of all sprinkler system valves on or within the Premises.

EXHIBIT C

ADDITIONAL INSURED ENTITIES

MCB Property Management, LLC
2002 Clipper Park Road, Suite 105
Baltimore Maryland 21211

Societe Generale Financial Corporation
245 Park Avenue
New York, New York 10167

and any other persons or entities reasonably requested by Landlord in writing to be so listed.

EXHIBIT D

FORM OF
CONFIRMATION OF
TERM COMMENCEMENT DATE
AND TERM EXPIRATION DATE AGREEMENT

August ___, 2024

____
____
____
Attention: ________________________________

Re: Lease (the "Lease") dated as of August __, 2024 between 400 Fairfield Road Owner, LLC, a Delaware limited liability company ("Landlord"), and EDA International, Inc, a California corporation ("Tenant"), with respect to certain land and the improvements thereon owned by Landlord in Howell, New Jersey, known as 400 Fairfield Road. Capitalized terms and herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

Term Commencement Date. The Term Commencement Date of the Lease is ________ __, 2024.

Term Expiration Date. The Term Expiration Date is ________ __, 2039.

The Annual Fixed Rent for the Term is as follows:

Period of Time During Term	**Time Period (specific dates to be inserted)**	**Annual Fixed Rent**	**Monthly Amount of Annual Fixed Rent**
The Term Commencement Date to the last day of first Lease Year		$5,152,700.00	$429,391.67
Lease Year 2		$5,307,281.00	$442,273.42
Lease Year 3		$5,466,499.43	$455,541.62
Lease Year 4		$5,630,494.41	$469,207.87
Lease Year 5		$5,799,409.25	$483,284.10
Lease Year 6		$5,973,391.52	$497,782.63
Lease Year 7		$6,152,593.27	$512,716.11
Lease Year 8		$6,337,171.07	$528,097.59
Lease Year 9		$6,527,286.20	$543,940.52

Period of Time During Term	**Time Period (specific dates to be inserted)**	**Annual Fixed Rent**	**Monthly Amount of Annual Fixed Rent**
Lease Year 10		$6,723,104.78	$560,258.73
Lease Year 11		$6,924,797.93	$577,066.49
Lease Year 12		$7,132,541.87	$594,378.49
Lease Year 13		$7,346,518.12	$612,209.84
Lease Year 14		$7,566,913.67	$630,576.14
Lease Year 15		$7,793,921.08	$649,493.42

Ratification. Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

[signatures to follow]

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

LANDLORD:	**TENANT:**
400 Fairfield Road Owner, LLC a Delaware limited liability company	**EDA International, Inc.** a California corporation
By: __________________________ Name: Title:	By:__________________________ Name: Title:

EXHIBIT E

FORM OF GUARANTY

WHEREAS, EDA International, Inc., a California corporation ("Tenant"), desires to enter into a certain Lease (the "Lease") of even date concerning certain land and the improvements thereon owned by Landlord at 400 Fairfield Road, Howell, New Jersey, as more specifically described in the Lease (the "Premises"), with 400 Fairfield Road Owner, LLC, a Delaware limited liability company ("Landlord"). Terms used herein and not otherwise defined will have the meaning given in the Lease.

WHEREAS, as an inducement to entering into the Lease Landlord has required that the undersigned ("Guarantor") unconditionally guarantee the performance of all obligations of Tenant under the Lease.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, Guarantor agrees as follows:

1. Guarantor unconditionally and absolutely guarantees to Landlord (which shall include its legal representatives, successors and assigns) the due and punctual performance of each and all of the Tenant's obligations under or related to the Lease, including the timely payment of all sums due therein. Tenant's obligations hereby guaranteed include, without limitation, those arising under amendments or modifications to the Lease hereafter entered into by Tenant and Landlord, all of which shall be so guaranteed even though Guarantor hereafter does not consent to or approve the same (Guarantor hereby waiving all rights of consent or approval with respect to such amendments or modifications).

2. Guarantor waives presentment for payment or performance, notice of nonpayment or performance, notice of default, demand, protest or notice or acceptance of this Guaranty, any rights Guarantor may have by reason of any forbearance, modification, amendment, extension or any indulgence whatsoever which Landlord may grant or to which Landlord and Tenant may agree with respect to the Lease, any and all notice of every kind to which Guarantor might otherwise be entitled with respect to the incurring of any further obligation or liability by Tenant to Landlord, demand for payment, the presentment of any instrument for payment, the protest or nonpayment thereof and any and all defenses whatsoever excepting only Tenant's performance as required by the terms of the Lease. Guarantor also waives, unless and until all of the obligations of Tenant are fully paid and performed, any right to be subrogated in whole or in part to any right or claim of Landlord against Tenant and any right to require the marshalling of any assets of Tenant, which right of subrogation or marshalling might otherwise arise from any partial payment by Guarantor. It is expressly understood and agreed that Guarantor's liability hereunder shall be unaffected by (i) any amendment or modification whatsoever of the provisions of the Lease, (ii) any extension of time for performance under the Lease, (iii) any delay by Landlord in exercising any right under the Lease or this Guaranty (none of which shall ever operate as a waiver of such right), or (iv) the release of Tenant or any other guarantor from performance or observance of any of the agreements or conditions contained in the Lease by operation of law or otherwise, whether made with or without notice to Guarantor, including without limitation any impairment, modification, change, release, rejection, disaffirmance, or limitation of the liability of Tenant, or any other guarantor of the Lease, of their estate in bankruptcy or insolvency resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other similar or insolvency statute, or from the decision of any court. Guarantor covenants that Guarantor will cause Tenant to maintain and preserve the enforceability of the Lease, as the same may hereafter be modified or amended, and will not permit it to take or to fail to take action of any kind the taking of which or the failure to take might be the basis for a

claim that Guarantor has any defense to its obligation hereunder other than timely performance in full of the Lease in accordance with its terms. The joint and several liability of Guarantor hereunder shall exist irrespective of the validity or enforceability of the Lease.

3. This shall be an agreement of suretyship as well as of guaranty, and Landlord, without being required to proceed first against Tenant or any other person or entity, may proceed directly against Guarantor whenever Tenant fails to make any payment due or fails to perform any obligation now or hereafter owed to Landlord without first resorting to or exhausting any other remedy and without first having recourse to the Lease; provided, however, that nothing herein contained shall prevent Landlord from suing on the Lease with or without making Guarantor a party to the suit or from exercising any other rights thereunder and if such suit, or other remedy, is availed of, only the net proceeds therefrom, after deduction of all Landlord's Costs of Collection (defined below) shall be applied in reduction of the amount then due on this Guaranty.

4. Guarantor agrees to pay to Landlord, on demand, all actual, reasonable costs and expenses, including reasonable attorneys' fees and litigation expenses, which Landlord may incur in the enforcement of Tenant's obligations under the Lease or the liability of Guarantor hereunder ("Costs of Collection"). "Costs of Collection" includes, without limitation, all reasonable out-of-pocket expenses incurred by Landlord's attorneys and all actual, reasonable costs incurred by Landlord including, without limitation, costs and expenses associated with required travel on behalf of Landlord for the purposes of attending court hearings or proceedings, which such costs and expenses are directly related to and necessary of Landlord's efforts to collect and/or to enforce any of the obligations and/or to enforce any of its rights, remedies or powers against or in respect of either or both Tenant or Guarantor (whether or not suit is instituted in connection with such efforts).

5. Guarantor represents and warrants to Landlord that: (i) it has either examined the Lease or has had an opportunity to examine the Lease and has waived the right to examine; (ii) that it (and the individual acting on its behalf) has the full power, authority and legal right to execute and deliver this Guaranty; (iii) that this Guaranty is a binding legal obligation and is fully enforceable against Guarantor in accordance with its terms; (iv) that there is no action or proceeding pending or, to its knowledge, threatened against Guarantor before any court or administrative agency which might result in any material adverse change in its business or condition or in its assets; (v) that neither the execution nor delivery of this Guaranty nor fulfillment of nor compliance with the terms and provisions thereof will constitute a default under or result in the creation of any lien, charge or encumbrance upon any property or assets of Guarantor under any agreement or instrument to which it is now a party or by which Guarantor may be bound; and (vi) that Guarantor is the sole owner of Tenant and expects to derive financial benefit from the Lease.

6. This Agreement shall be binding upon Guarantor and its legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its legal representatives, successors and assigns, and is irrevocable until released in writing by Landlord. Each and every right, remedy and power hereby granted to Landlord or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord at any time and from time to time. The validity, construction and performance of this Guaranty shall be governed by the laws of the State of New Jersey applicable to instruments under seal. If any clause or provision of this Guaranty should be held illegal or invalid by any court, the invalidity of such clause or provisions shall not affect any of the remaining clauses or provisions hereof. In case any agreement or obligation contained in this Guaranty should be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of Guarantor, as the case may be, to the full extent permitted by law. Each and every default hereunder or under the Lease shall give rise to a separate cause of action hereunder. The obligations and liabilities of hereunder shall be joint and several with any other guarantees given to Landlord in

connection with the Lease. This Guaranty may be amended only by instrument in writing executed and delivered by both Landlord and Guarantor. This Guaranty and all consents, notices, approvals and all other documents relating hereto may be reproduced by photographic, microfilm, microfiche or other reproduction process and the originals thereof may be destroyed; and each party agrees that any reproductions shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not reproduction was made in the regular course of business) and that any further reproduction of such reproduction shall likewise be admissible in evidence. Notwithstanding anything to the contrary set forth herein, each lender (now or hereafter) holding a lien encumbering Landlord's interest the Premises shall be an intended third-party beneficiary of the terms and provisions of this Guaranty.

7. Guarantor consents to and agrees that the courts of the State of New Jersey shall have personal jurisdiction over Guarantor for any action brought on this Guaranty including the right to grant judgment against Guarantor personally together with interest on any judgment obtained by Landlord at the interest rate set forth in the Lease for late payments (but if the same shall be unlawful for any reason, then at the highest legally permissible statutory interest rate). Guarantor further agrees and consents that venue, if any, for any such action shall be as set forth in the Lease. Guarantor waives and relinquishes any and all rights to removal of any such action to any other court. Guarantor also waives trial by jury in any judicial proceeding involving any matter in any way arising out of or relating to this Guaranty or the Lease.

8. All notices and the like under this Guaranty shall be in writing and shall be delivered (a) by email, (b) in hand by any courier service providing evidence of delivery, or (c) by a nationally recognized overnight courier providing evidence of delivery as set forth below. Notwithstanding anything to the contrary in this Guaranty, any notice of Event of Default or pertaining to an occurrence or nonoccurrence that if not cured would constitute an Event of Default shall be sent by both email and either hand courier or a nationally recognized overnight courier service. Any notice so addressed shall be deemed duly given if by email when sent, if by hand or by overnight courier upon actual receipt by any person reasonably appearing to be an agent or employee working in the executive offices of the addressee.

If to Tenant:

EDA International, Inc.
1010 Railroad Street
Carona, CA 92882
Attn: Michael Cheung
Email: michael@edayun.com

If to Landlord:

400 Fairfield Road Owner, LLC
c/o MCB Real Estate, LLC
2002 Clipper Park Road, Suite 105
Baltimore Maryland 21211
Attention: P. David Bramble
Email: dbramble@mcbrealestate.com

and

400 Fairfield Road Owner, LLC
c/o MCB Property Management, LLC
2002 Clipper Park Road, Suite 105
Baltimore, Maryland 21211
Attn: Ryan Bailey
Email: rbailey@mcbrealestate.com

If to Guarantor:

____
____
____

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with Section 8 of this Guaranty. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

[Signatures to Follow]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of ____________, 2024.

Guarantor:

Signed and sealed in the presence of:	**EDA GROUP HOLDINGS LIMITED, a company incorporated in the Cayman Islands**
________________________________	**By:** ______________________________
Name:__________________________	__________________________