

NET RETAIL LEASE

LANDLORD: **301 HOBOKEN LLC**
TENANT: **JEL PHYSICAL THERAPY, PC**

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NET RETAIL LEASE

THIS AGREEMENT, entered into as of July , 2020, by and between:
"LANDLORD", 301 HOBOKEN LLC, with offices at 301 Hoboken Road, Carlstadt, New Jersey,
and "TENANT" JEL Physical Therapy, PC, doing business as "Rehab KinetiQs, PC", a New
Jersey corporation, with offices at 301 Hoboken Road, Suite 1, Carlstadt, New Jersey.

WITNESSETH:

The Landlord owns certain lands, buildings and premises (the "Property") known as 301 Hoboken Road, Carlstadt, New Jersey; and

The Landlord intends to lease to the Tenant approximately 1,000 square feet of space known as Suite 1, in the building, which shall constitute the Demised Premises or the "Leased Premises". "Tenant's Share", as used herein, shall be 18% of all costs and expenses of the Property.

The within Lease is intended to be a Net Lease. This means that the Tenant shall be responsible for the net basic rental, as well as expenses relating to the Property;

THE PARTIES THEREFORE AGREE that the Landlord leases to the Tenant and the Tenant rents from the Landlord the Premises as described in Paragraph 1 upon the following terms and conditions:

1. **LEASED PREMISES.** The Leased Premises shall consist of approximately 1,000 square feet in the Building as described on the diagram annexed hereafter (Exhibit A). The Leased Premises are sometimes known as the Premises, Demised Premises or Leased Premises, and are leased together with all improvements, if any, existing or to be constructed thereon by the Tenant. Tenant's space shall be as indicated on Exhibit A. The Building and the land upon which it is constructed which are sometimes collectively called the "Property" and the use of the Leased Premises under this Lease shall include the use of any and all fixtures and equipment installed in the Leased Premises by the Landlord for the use of the Tenant in its occupancy of the Leased Premises.

2. **TERM OF LEASE.** The Landlord leases to the Tenant and the Tenant rents the aforementioned Premises from the Landlord for a term of five (5) years, to commence on July 1, 2020 (the "Commencement Date") and to terminate on August 31, 2025 (the "Termination Date").

The Tenant shall have the responsibility to make application for and to receive a Certificate of Occupancy from the appropriate governmental authority, if required. Copies of all applications for Certificates of Occupancy and the Certificates of Occupancy shall be delivered by the Tenant to the Landlord upon receipt by Tenant. A change in the Commencement Date shall not change the Termination Date.

3. **NET BASIC RENTAL.** As net basic rental, the Tenant shall pay to the Landlord at Landlord's address set forth above, or to such other place as the Landlord may from time to time designate, without previous demand therefor and without counterclaim, deduction or set-off, the Net Basic Rent as set forth on Exhibit B annexed hereto and made part hereof. In addition to the Net Basic Rental provided for herein, the Tenant shall pay the additional rent as is provided for in Paragraph 9th hereinafter set forth.

4. **TENANT'S WORK.** Tenant shall be responsible to do all work required for Tenant to utilize its Premises.

5. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord the sum of Three Thousand (\$3,000.00) Dollars as Security, the receipt of which is hereby acknowledged. This sum shall be security for the payment of the rent and additional rent and the performance of the terms, covenants and conditions of the Lease required to be performed by the Tenant. In the event of any default, as defined in this Lease, by the Tenant in the performance of any of the terms and conditions hereof, the Landlord, at its option, upon (30) thirty days notice to Tenant may have recourse to said fund to satisfy any unpaid rent, and to make good any other default of the Tenant, or the Landlord may retain the same, in whole or in part, until the expiration date of this Lease, and upon such expiration, to apply the same toward any loss sustained by the Landlord by reason of any default hereunder. Tenant shall immediately replenish the security deposit to the extent that Landlord has used a portion of it to satisfy Tenant's responsibilities under this Lease. Tenant's failure to replenish the security deposit shall be a default under this Lease. The remedy herein provided shall be in addition to any other right or remedy to which the Landlord may be entitled under the terms of this Lease, and at law or in equity. The entry of any judgment in any dispossess or other summary proceedings, or the re-entry by the Landlord for any reason shall not diminish the right of the Landlord to the use of said fund above mentioned, but his right thereto shall survive such judgment or reentry. The security deposited hereunder shall not be mortgaged, assigned, or encumbered by the Tenant. In the event Landlord sells the Building the new owner shall be obligated to return when otherwise due the Tenant's security deposit at the end of the lease term and the Landlord named herein shall no longer have that responsibility.

6. **BROKER'S COMMISSION.** Tenant represents that it did not deal with or negotiate with any broker in connection with this Lease other than Zoltek Commercial Real Estate Services and Tenant agrees to indemnify and hold Landlord harmless from and against any claim for a commission or other fee made by any other broker with whom it has dealt or negotiated. Tenant agrees to indemnify Landlord against, and hold it harmless from, all liabilities arising out of acts of the Tenant inconsistent with the representations above or misrepresentations by failure to disclose brokerage activity. The obligation of the Tenant to indemnify the Landlord and hold Landlord harmless shall include without limitations the cost of counsel fees incurred by Landlord. Landlord represents that it did not deal with or

negotiate with any broker in connection with this Lease other than Zoltek Commercial Real Estate Services Landlord agrees to indemnify and hold harmless Tenant from and against any claim for a commission or other fee made by any other broker whom it has dealt with or negotiated. Landlord agrees to indemnify Tenant against, and hold it harmless from, all liabilities arising out of the acts of the Landlord inconsistent with the representations above or misrepresentations by failure to disclose brokerage activity. The obligation of the Landlord to indemnify the Tenant and hold Tenant harmless shall include without limitations the cost of counsel fees incurred by the Landlord.

7. PARKING. Tenant shall have the right to use passenger vehicle parking spaces for its customers and employees in common with all tenants at the Building. Tenant, its employees and invitees will abide by the Parking Regulations established for the Building. Landlord is not responsible for theft or damage to any vehicle in the parking area and is not required to remove unauthorized vehicles from same. Landlord reserves the right to: (1) realign parking; and (2) allocate spaces as may be reasonably required for the benefit of all tenants. Tenant shall, in addition, have the right to two (2) designated parking spaces for its exclusive use.

8. USE. (Tenant's SIC no. is _____).

8.1 The Tenant shall use and occupy the Demised physical therapy office, and for no other purpose. Such use shall be subject to zoning regulations of the municipality and other authorities having jurisdiction. Tenant covenants and agrees that during the term of this Lease or any extensions or renewals hereof, the Tenant or any corporation or entity affiliated with the Tenant shall not own, operate, manage or have any interest in the profits of any similar store or business (unless in operation as of the date hereof) within a radius of two (2) miles from the nearest entrance to the Building in which the Premises are located.

8.2 Such permitted uses shall not permit or cause any odor, sound, vibration, effluent, pollution or other condition that is, either in Landlord's reasonable opinion, or by law, noxious or offensive.

8.3 It is agreed that the use of the Premises shall be limited to the use set forth above.

8.4 The Tenant shall not permit the stacking of merchandise or materials against the walls, so as to create a load or weight factor upon the walls, or to tie in, Tenant's racking systems with such walls, nor shall Tenant permit the hanging of equipment from (or otherwise loading) the roof or structural members of the building without the express written consent of the Landlord. Landlord shall not unreasonably withhold, delay or qualify consent. Landlord's consent shall be deemed given should Landlord fail to respond to Tenant's written request within thirty (30) days.

8.5 The Tenant shall not use or occupy or permit the Demised Premises to be used or occupied, nor do or permit anything to be done in or on the Demised Property, in a manner which will in any way violate any Certificate of Occupancy affecting the Demised Premises, or make void or voidable any insurance then in force, or which will make it impossible to obtain fire, casualty or other insurance at regular rates, or which will cause or be likely to cause structural damage to the Property or any part thereof, or which will constitute a public or private nuisance, or which would materially adversely affect its then value thereof, and shall not

use or occupy or permit the Demised Premises to be used or occupied in any manner which will violate any present or future laws or regulations of any governmental authority.

8.6 HAZARDOUS SUBSTANCES. At no time during this Lease may Tenant store, upon the Premises, hazardous substances as that term may be defined from time to time by the New Jersey Department of Environmental Protection and Energy or, by the Federal Environmental Protection Agency pursuant to Section 311 of the "Federal Water Pollution Act, amendments of 1972" (33 U.S.C. Section 1321) and the list of toxic pollutants designated by Congress or the Environmental Protection Agency pursuant to Section 307 of that Act (33 U.S.C. Section 1317). Tenant shall not violate the terms of N.J.S.A. 58:10A-21 et seq., nor shall the Tenant do anything which would subject the Landlord to the provisions of 42 U.S.C. 6991 entitled "Regulation of Underground Storage Tanks" in the Hazardous and Solid Wastes Amendments of 1984.

9. ADDITIONAL RENT. Tenant shall pay as additional rent, 18% ("Tenant's Share") of all expenses (as defined in this Lease) for the Property throughout the term of this Lease. The term "expenses" or "operating expenses" shall mean all costs incurred by Landlord in connection with the "Building" including, but not limited to (a) real estate taxes; (b) common area expense; (c) common utility expenses; (d) repair and maintenance expenses; and (e) insurance expenses. Costs shall not include interest or amortization payments on any mortgage of Landlord.

In the event that the Landlord shall build additional buildings or additions to buildings or space is eliminated in the Building, then Tenant's Share referred to on Page 1 shall be adjusted proportionately but Tenant's additional rent percentage shall in no event exceed the proportionate percentage share of Tenant's space.

(a) Real Estate Taxes shall include any tax or assessment levied, assessed or imposed anytime by any governmental authority upon or against the Property or any part thereof. Landlord shall pay for any assessments upon improvements or alterations made by the landlord or other tenants that do not benefit tenant's premises, or penalties or interest on late tax payments from such assessments made prior to commencement of Tenant's Lease. Tenant shall only be responsible for the annual installment of the municipal assessment, not the entire assessment amount in the event such assessment shall not become due before termination of the term of the Lease. Such terms shall also include any assessment for public improvement imposed against the Property during the term of the Lease. There shall not be included in the foregoing definition any franchise, corporate, estate, inheritance or transfer tax of Landlord, or any income, profits or revenue tax; provided, however, that if at any time during the term of this Lease a tax on rents is assessed against Landlord or the basic rent, as a substitution in whole or in part for taxes assessed by the State of New Jersey or political subdivision on land or buildings, such tax shall be deemed to be included within the amount which the Tenant is required to pay under this Article. Landlord represents that it is unaware of any pending special assessments as of the execution of this Lease.

(b) Common Area Expense shall include but not be limited to all costs and expenses incurred by Landlord for operating, maintaining, repairing and/or replacing any and all or any part of the common area (or any installation in, on, under or over same) including but not limited to parking areas, sidewalks, curbs, roof, structure, foundation, grounds, on-site water lines, electric lines, gas lines, sanitary sewer lines, storm water lines, septic areas and fields and the total costs and expenses incurred by Landlord for landscaping and the removal of ice, snow and debris. Same shall

also include costs of trash removal and, salaries, wages and benefits of superintendents, building engineers, who work at the Building of which the Premises are a part.

(c) Common Utility Expenses shall include all costs and expenses incurred by Landlord for water, sewer, septic, gas and electricity and other utility charges for utilities servicing the common areas as well as standby sprinkler charges, if any.

(d) Repair and Maintenance Expenses shall include all costs and expenses incurred by Landlord for replacement, repair and maintenance of all or any part of the Building of which the Demised Premises forms a part as well as contracts therefore.

(e) Insurance Expense shall include all commercially reasonable costs and expenses incurred by Landlord for liability, casualty, rent and other insurance as Landlord may from time to time carry for Landlord's benefit on the Building or insuring Landlord's interest therein. In the event the use to which the Tenant places the Demised Premises, causes an increase in cost of insurance as the Landlord may from time to time carry, then the Tenant shall be responsible for any additional cost in insurance over and above standard rates. If by reason of the use to which the Demised Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for liability, fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased. Any increase in Landlord's insurance premium that Landlord seeks to charge to Tenant as a cost or additional rent under the terms of the Lease or through any other method of passing such cost to Tenant shall only be permissible if the increase in Landlord's insurance premium is substantially and verifiably caused by the acts of Tenant or by a general increase in insurance premiums.

(f) Tenant's Share of the Building Expenses as set forth herein is 18% of the total of Real Estate Taxes and all costs for operating and maintaining the entire Property.

To the extent that any of the Additional Rent shall be a capital expenditure, same shall be payable in monthly installments calculated in accordance with Paragraph 9.1 below, but only throughout the term of the Lease as same may be extended.

9.1 PAYMENT OF ADDITIONAL RENT. Landlord reserves the right to bill Tenant for additional rent as such items of additional rent are incurred or on an estimated monthly basis. If expenses are estimated, within ninety (90) days after the end of each year, Landlord shall, (provided Tenant makes written request therefor) furnish Tenant a statement in reasonable detail of the actual additional rent for such fiscal year prepared in accordance with sound accounting practices by Landlord's and/or its designee's bookkeeping staff and/or accountants, and, within forty-five (45) days of receipt thereof, there shall be an adjustment between Landlord and Tenant, with payment to, or repayment by Landlord as the case may be, to the end that Landlord shall, within said forty-five (45) day period receive the entire amount of Tenant's actual annual share of common area charges and additional rent for such fiscal year. If the Tenant fails to contest a bill of Landlord within sixty (60) days of receipt thereof, then it shall be conclusively deemed that Landlord's calculations and bills are accurate. Landlord shall maintain accurate records for a period of one (1) year after the end of each fiscal year and shall permit Tenant to examine Landlord's books, records and receipt evidencing such charges on reasonable notice during regular business hours at Landlord's place of business and, subsequent adjustments shall be made, if necessary. In the event of a dispute, the Tenant shall continue to pay the amount billed by Landlord.

10. REPAIRS, MAINTENANCE AND EXPENSES OF THE PREMISES AND THE COMMON AREAS. It is the intention of the parties that the Tenant shall be directly responsible to pay for all costs and expenses of maintaining the Leased Premises in good condition, and that the Landlord shall not be obligated to perform or pay for any repairs or replacements to the Leased Premises. The Tenant shall take good care of the Leased Premises and at its cost and expense keep and maintain in good repair the interior and exterior of the Leased Premises including, but not limited to, all electrical, plumbing and mechanical systems, and shall at the end of the expiration of the term, deliver up the Leased Premises in good order and condition. The Tenant covenants and agrees that it shall not cause or permit any waste, damage or disfigurement to the Leased Premises. Landlord shall be required to undertake completion of structural repairs to the Property unless damages to structural items are caused by Tenant, its employees, agents or invitees, in which event the cost and expenses of repairs shall be payable by Tenant.

10.1 The Landlord shall be responsible to advance the cost for the repair and the replacement of the roof, structure, foundation, parking areas and parking lot lighting, HVAC, fire suppression system, utilities, sidewalks, curbs, grounds, on-site water lines, electric lines, gas lines, sanitary sewer lines, storm water lines and septic areas unless caused by the acts or negligence of Tenant, its employees, agents or invitees.

11. UTILITIES. The Tenant shall, at its own cost and expense, pay utility costs, connection fees, meter and service charges for gas, electric, water, sewer and any other utilities serving the Premises.

12. WAIVER OF LANDLORD'S LIABILITY. Tenant agrees in addition to complying with Tenant's insurance requirements, to take such steps as it may deem necessary and adequate for the protection of itself and its agents, employees, invitees, and licensees, and the Property of the foregoing by insurance, as a self-insurer or otherwise. Landlord shall not be liable for any injury to persons or damage to property on the Property including, theft, fire, explosion, water, rain, snow, frost, steam, gas, electricity, heat, cold, dampness, sewers, odors, noise, leaks from any part of the building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment, and fixtures of all kinds. Tenant hereby waives all right of recovery which it might have against Landlord, Landlord's agents and employees for loss or damage to Tenant's furniture, inventory, furnishings, fixtures, chattels and articles of personal property located on the Demised Premises, unless such loss or damage may result from the negligence or intentional acts of Landlord or Landlord's failure to maintain the Property including without limitation the Leased Premises and common areas. Tenant shall obtain insurance policies covering its furnishings, inventory, fixtures, equipment and articles of personal property (collectively, "personal property") in the Demised Premises and Tenant shall either cause Landlord to be named as an insured party under such policies (without entitling Landlord to receive any loss proceeds thereof) or obtain the insurer's waiver of all rights of subrogation against Landlord with respect to losses insured under such policies.

13. INSURANCE REQUIREMENTS. Tenant covenants and agrees to provide on or before the commencement date of the term and to keep in force during the term of this Lease and any extensions and renewals the following insurance: (1) Comprehensive general liability insurance relating to the Premises and its appurtenances on occurrence basis with minimum limits of liability in the amount of \$1,000,000.00 for bodily injury, personal injury or death and \$1,000,000.00 with respect to damage to Property by water or otherwise or, if comprehensive general liability insurance is not available then the Tenant shall supply commercial general

liability with single limit coverage for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate; (2) Fire and extended coverage, vandalism, malicious mischief, special extended coverage insurance in an adequate amount to cover the cost of replacement of all of Tenant's decorations, improvements, fixtures and contents including the interest of the Landlord; (3) Plate glass insurance with respect to all plate and other glass in the Premises;

(4) Workers compensation insurance; (5) Unless Landlord is purchasing same under Section 9(e), rent insurance for an amount of not less than one hundred (100%) percent of the then Net Basic Rental and additional rental for a period of one (1) year; (6) Boiler insurance, if Tenant has any equipment which is subject to inspection or certification by the State or equipment generally insured by "Boiler" insurance. Original policies of insurance are to be delivered to Landlord. In the event Tenant fails to obtain required insurance per the Lease, in default of which Landlord may procure such insurance at the cost and expense of the Tenant. Said cost and expense shall be paid to the Landlord by the Tenant as additional rental upon billing therefor. Tenant shall deliver to Landlord thirty (30) days prior to the expiration of such insurance, duplicate original or, at the request of the Landlord, a Certificate of Insurance showing that such policies continue to be in full force and effect together with evidence of payment therefor. All policies shall be non-cancelable except upon thirty (30) days prior written notice to Landlord and any designee of Landlord. All insurance shall be issued in the name of Tenant naming Landlord as additional insured and if so requested by Landlord, Landlord's mortgagee, all as their interest may appear and shall be written by insurance companies with a rating with Best's of B+ or higher. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under this Lease and, may be adjusted from time to time to reflect insurance which in the reasonable judgment of the Landlord is necessary for the adequate protection of the Landlord. Each policy evidencing insurance to be carried by Tenant under this Lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and, that any coverage carried by Landlord shall be excess insurance. If the Tenant supplies any insurance required hereunder under a blanket policy, such blanket policy shall contain an endorsement that names the Landlord as an additional insured, references the Premises, and guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Notwithstanding the aforementioned, in the event Tenant obtains a blanket insurance policy, Landlord shall not require an increase in Tenant's overall insurance limits in excess of the minimum limits of liability stated herein.

13.1 WAIVER OF SUBROGATION. Tenant hereby waives all right of recovery which it might have against Landlord, Landlord's agents and employees, for a loss or damage to Tenant's property or other property which Tenant may bring or cause to be brought to the Premises, including inventory, furnishings, fixtures, equipment, chattels and articles of personal property. Tenant shall obtain for each policy of insurance secured by it regarding the Premises, or any Property located therein, an appropriate clause or endorsement pursuant to which such insurance company waives subrogation or consents to a waiver of the right of Tenant or owner of Property to recover against the Landlord. Landlord shall obtain for each policy of insurance which shall affect Tenant, an appropriate clause or endorsement pursuant to which such insurance company waives subrogation or consents to waiver of the right of Landlord or the owner of the Property to recover against Tenant including recovery for acts of Landlord's negligence or fault or negligently caused fire.

13.2 Tenant agrees, at its own cost and expense, to comply with all of the rules and regulations of the Insurance Services office having jurisdiction and/or any similar body. If at any time and from time to time as a result of or in connection with any failure by Tenant to

comply with the foregoing, or any activity of the Tenant, the insurance of the Landlord or any Tenant in the Building exceeds the rate which would otherwise be charged therefore, then, the Tenant shall be responsible and Tenant shall pay to the Landlord on demand, as additional rent such additional premiums for insurance which the Landlord or any Tenant in the Building is required to pay which is attributable to the higher rate caused by the Tenant. Any increase in Landlord's insurance premium that Landlord seeks to charge to Tenant as a cost or additional rent under the terms of the Lease or through any other method of passing such cost to Tenant shall only be permissible if the increase in Landlord's insurance premium is substantially and verifiably caused by the acts of Tenant. The Landlord has received no notice of any violation of any rule or regulation of any insurance service office or any similar body having jurisdiction.

13.3 Landlord shall obtain for each policy of insurance secured by it regarding the Premises or the Building, an appropriate clause or endorsement pursuant to which such insurance company waives subrogation with respect to such policy or policies.

14. INDEMNIFICATION BY TENANT. Tenant shall indemnify Landlord against all liability and expense including reasonable attorneys' fees, incurred by Landlord by reason of:

Any action by Tenant (or Landlord to cure an Event of Default) on or about the Demised Premises; any use, non-use or maintenance of the Demised Premises or adjacent area by Tenant, its employees, agents and invitees; any negligence of Tenant; any injury or damage to any person or Property occurring on or about the Demised Premises caused by the Tenant, its employees, agents and invitees; or any failure by Tenant to perform its obligations under the Lease.

15. SIGNS. The Tenant shall have the right and privilege of erecting a sign on the building facade in the location shown on the Site Plan of the Landlord submitted to the Borough of Carlstadt. Tenant's right to erect the sign at this location shall be limited to those areas directly above the front of its Premises.

Tenant shall use the contractor(s) approved by the Landlord for the purpose of erection of signs.

The design and location of all signs shall be subject to the Landlord's approval as well as superseding governmental authority.

All signs shall be paid for by the Tenant and, may be removed by Landlord (at Tenant's expense) for the purpose of maintaining and repairing the Building or, at the termination of the Lease.

No sign shall be erected without the prior written approval of the Landlord. Landlord's approval shall not be unreasonably withheld, qualified or delayed. At the end of the Term the sign shall, at Landlord's option be the sole property of the Landlord, or, Landlord may remove the sign at the cost and expense of the Tenant.

16. FIXTURES.

The Tenant is given the right and privilege of installing and removing its property, equipment and fixtures in the Premises during the term of the Lease, subject, however, to all other provisions of this Lease. However, if the Tenant is in default and moves out, or is dispossessed, and fails to remove any property, equipment and fixtures or other property within

fifteen (15) days after such default, dispossess or removal, then and in that event, the said property, equipment and fixtures or other property shall be deemed at the option of the Landlord to be abandoned; or in lieu thereof, at the Landlord's option, the Landlord may remove such property and charge the reasonable cost and expense of removal and storage to the Tenant.

17. GLASS. The Tenant expressly covenants and agrees to replace any broken glass in the windows or other apertures of the Demised Premises which may become damaged or destroyed at its cost and expense.

18. ASSIGNMENT AND SUBLetting.

18.1 The Tenant may not assign this Lease or sublease all of the Leased Premises without the Landlord's written consent. Tenant shall advise Landlord of its intention to assign or sublease the Premises by notice which shall be in writing, which shall be by hand delivery or by certified mail, return receipt requested, or overnight mail carrier such as Federal Express or United Parcel Service and shall contain detailed information concerning: the names of the proposed assignee or sub-tenant (and if a corporation, the names and percentage ownership of all stock holders); a Financial Statement of said proposed assignee or sub-tenant; a detailed description of the nature of the business history of the proposed assignee or sub-tenant; and a detailed description of all terms and conditions of the proposed assigning or subletting. Landlord shall then have sixty (60) days within which to elect in writing by certified mail, return receipt requested or personal delivery, or overnight mail carrier such as Federal Express or United Parcel Service to recapture the Premises and terminate the Lease and to release Tenant from its obligations hereunder. If Landlord shall elect to terminate the Lease, the Lease shall terminate on the last day of the sixth (6th) month succeeding such notice of termination, which six (6) month period shall not include the month on which Landlord gives notice, except if such notice is given on the first day of any month. In such event, rent and all other charges due shall be paid by Tenant to Landlord effective up to and including the date of termination. Tenant agrees that it will surrender possession and deliver the Premises to the Landlord on the date of termination hereinabove provided. If the Landlord does not exercise the election to terminate the Lease within the sixty (60) days, the Tenant shall have the right to assign or sublet for a period of thirty (30) days following the expiration of the sixty (60) day period upon terms and conditions contained in Tenant's notice to Landlord.

18.2 In the event Landlord does not elect to recapture the Premises and terminate the Lease as hereinabove provided, then in that event the Tenant may assign this Lease or sublease all of the Leased Premises, (a) provided that the Tenant gives the Landlord notice of any such assignment and any assignees (but not sublessees) undertake in writing to assume the terms and conditions of this Lease; and (b) provided that any and all consideration paid by assignee or sublessee shall be the property of the Landlord with any rent received in excess of the rent and additional rent due from Tenant under the terms of this Lease split evenly between Landlord and Tenant after full reimbursement to Tenant of all its expenses which shall include costs, brokerage commissions, work letter, rent concessions, lease assumptions, advertising costs, and legal fees; and (c) providing in any event, that the Tenant shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; and (d) further provided that any assignee shall promptly execute, acknowledge and deliver to Landlord, an agreement in a form and substance satisfactory to the Landlord whereby the assignee shall assume and agree to perform all of the terms, covenants, agreements, provisions and conditions set forth in this Lease which are to be performed by the Tenant; and (e) further provided that such assignee shall prove to the satisfaction of the Landlord that its net worth is at least equal to that of the Tenant as of the date

of the assignment. The Landlord reserves the right, at all times, to require and demand that the primary Tenant hereunder pay and perform the terms and conditions of this Lease. No such assignment or subletting shall be made to any proposed tenant who proposes to occupy the Premises for any use other than the use referred to in Paragraph 8.1.

18.3 The Landlord shall not be required to consent to any subletting of less than all of the Premises. Tenant shall pay Landlord's reasonable legal expenses and cost of investigation in connection with Landlord's review of documents and information supplied by Tenant concerning a perspective transferee of Tenant's interest in this Lease.

18.4 In the event the Tenant or its assignee shall undertake any further and subsequent assignment or assignments, Tenant's right to assign shall be subject to the same required prior consent of Landlord in accordance with the same terms and conditions as provided in this Article.

18.5 The sale or transfer of 49% or more of the stock or ownership interest of the Tenant shall be deemed to be an assignment within the meaning of this Paragraph 18, provided, however, Landlord shall not have the right to recapture the Lease in such event. In such event, the Tenant and the person, firm or entity acquiring the stock or ownership interest of the Tenant shall comply with the provisions of Paragraph 18.2 as modified hereby, except the provisions of Paragraph 18.2(b) shall not apply to such transfer. The assignee referred to in Paragraph 18.2(d) shall be deemed to be the individual or individuals acquiring such stock or ownership interest in the case of individuals or the firm and entity acquiring same and its principal shareholders or owners. If a corporation is acquiring 100% of the stock or ownership interest of the Tenant, then all shareholders owning 10% or more of the stock or a 10% interest in the business being operated at the Premises shall guaranty the lease obligations. The obligation of the shareholders or owners guaranteeing the lease obligations as set forth above shall be limited to the greater of the following:

- (a) An amount equal to all of Tenant's obligations under the Lease for the first two years after the effective date of the assignment; or
- (b) An amount equal to the Rents accruing until such time as the Tenant surrenders the Premises as is otherwise required under the Lease, together with an amount equal to six (6) months Rent and Additional Rent.

In the event of a sale of 100% of the stock or ownership interest of the Tenant and in the further event that at least one principal shareholder or owner who shall be responsible as a Guarantor as set forth above has a liquid net worth in excess of the number of years remaining on the Lease (pro rated for the number of months in a partial year) but in no event more than five times the Rent and Additional Rent accruing under this Lease for a period of one (1) year subsequent to the date of the assignment (such net worth to exclude the value of the individual's interest in the Business operated at the Premises and such net worth is certified to and detailed to the reasonable satisfaction of the Landlord, then the guaranty shall terminate). In the event that the net worth is not equal to the net worth sum described above, then the Tenant shall retain the right to sell the Business and assign the Lease, but the Tenant and the Guarantors of this Lease shall remain obligated pursuant to the terms of this Lease until the end of the Term hereof as may be extended.

18.6 Notwithstanding the above, in the event of an assignment as a matter of law including an assignment from a receiver or trustee, or as a result of any court order or

proceeding in connection with an insolvency, formal reorganization, composition, extension or other arrangement which may be made by Tenant with its creditors under any federal or state law, now or hereinafter enacted, or any other arrangement, formal or informal, in lieu of such formal proceeding or, in the further event of the assignment of this Lease as a matter of law, or the sale of this Lease or any part hereof, (except a sale in accordance with Paragraph 18.2 above), the Landlord shall have the right to adjust the rent to the then prevailing fair market rent for the Demised Premises. In the event the Tenant upon receipt of the reasonable determination of Landlord as to what the fair market rent is and shall be for the remainder of the term of this Lease, as same is determined by Landlord, is not satisfied with such determination, then and in that event the Tenant shall have the right, upon (30) thirty days prior written notice which notice shall be given within sixty (60) days of receipt of Landlord's determination of the fair market rent, to terminate this Lease.

18.7 Notwithstanding the provisions of Section 18 of the Lease, Tenant retains the right to assign this Lease to affiliated entities or subsidiaries without the consent of Landlord, provided that the net worth of the affiliated entity or subsidiary shall equal or exceed the net worth of Tenant at the time of the assignment and that the assignee and Tenant shall remain jointly and severally liable for the obligations of Tenant hereunder.

19. FIRE AND CASUALTY.

19.1 In case of any damage to or destruction of any portion of the Building or the Leased Premises by fire or other casualty occurring during the term of this Lease which shall render the Leased Premises wholly untenantable or unfit for occupancy, then, provided that the damage or destruction shall not have been caused by the Tenant, its agents, employees and invitees the Tenant's obligation to pay rent shall be abated. This provision shall not affect the right of the Landlord to receive rent insurance.

19.2 Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant, given within ninety (90) days after the occurrence of any damage or destruction to the Building if (1) the risk by which the Demised Premises were damaged or destroyed is not covered by insurance of the Landlord or the Tenant or as a result of a risk which is not covered by Landlord's rent insurance, as in the event of war; or (2) the Building be damaged and the cost to repair same shall amount to more than twenty-five (25%) percent of the cost of the replacement of the entire Building; or (3) the Demised Premises be damaged during the last year of the term or any renewal term of this Lease; or (4) in the event the Building may not be rebuilt by reason of governmental regulation.

19.3 In the event that the Landlord terminates this Lease pursuant to the above Paragraph all obligations of the Tenant shall cease except in the event if the damage or destruction was caused by the Tenant, its agents, servants, invitees and guests, in which event the obligation of the Tenant shall continue.

20. EMINENT DOMAIN.

20.1 TOTAL TAKING. If the Building should be the subject of a total taking by an authority authorized to exercise the power of eminent domain, then this Lease shall terminate as of the date of the taking.

20.2 PARTIAL TAKING. If there occurs a partial taking of the Building, by such

authority, to the extent that Tenant is unable to effectively use its Leased Premises, then the Tenant may terminate this Lease as to the balance of the Premises within sixty (60) days after the taking by such governmental authority. Such election by the Tenant shall be effective on a date specified in the election by the Tenant, provided, however, same shall not be sooner than thirty (30) days from the date of such taking. If the Lease remains in full force and effect after a partial taking, then Landlord shall, at Landlord's option, and, at Landlord's sole expense restore and reconstruct the building on the Premises as it was substantially prior to the taking. If Landlord in its discretion decides not to reconstruct and restore the Building, then, the Landlord shall terminate the Lease and, the obligations of the Tenant shall thereafter be void. In the event of a partial taking of Tenant's Premises, leaving the Tenant's Premises in a condition under which Tenant may still operate in the normal course of business, the Lease may remain in effect, and the rent obligation of the Tenant shall be adjusted proportionately based solely upon the square footage.

20.3 COMPENSATION. All compensation awarded for any such taking or conveyance, whether for the whole or in part of the Demised Premises or otherwise shall be the property of the Landlord, whether such damages shall be awarded as compensation for the diminution or total loss in value of the leasehold or of the fee of the Demised Premises, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any such compensation. Tenant shall be entitled to separately petition the condemning authority for a separate award for its moving expenses and trade fixtures, but only to the extent such separate award shall not diminish the amount of proceeds payable to the Landlord.

21. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

21.1 The Tenant covenants and agrees that upon acceptance and occupancy of the Premises, it will, during the lease term, promptly, at Tenant's cost and expense, execute and comply with all the rules and regulations from time to time in effect of the fire or liability insurance carrier, and all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their departments and bureaus, applicable to the Leased Premises, as the same may require correction, prevention and abatement of nuisances, violations or other grievances, in, upon or connected with the Premises. The Tenant's obligation pursuant to this Paragraph 21.1 shall not apply to violations in existence at the time of the commencement of this Lease, it being understood that if the application of law or rules and regulations shall change, the Tenant shall have responsibility therefor. Tenant shall not be obligated to comply with all laws applicable to the building, whereas Landlord is responsible for completing structural repairs per Section 10 of the Lease. Tenant shall not be required to make capital improvements in furtherance and compliance with the law.

21.2 That if the Tenant shall fail or neglect to comply with any laws, statutes, ordinances, rules, orders, regulations and requirements, or if the Tenant shall neglect or fail to make any necessary repairs, which the Tenant is obligated to make pursuant to this Lease, then the Landlord or the Landlord's agents may after (15) fifteen days' notice (except for emergency repairs, which may be made immediately) enter the Premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this

Lease by reason of any default on the part of the Tenant, subject to the rights of the Tenant as hereinabove mentioned in the manner as in this Lease otherwise provided.

22. TENANT'S COMPLIANCE WITH ENVIRONMENTAL LAWS.

22.1 Tenant agrees, that under all circumstances, Tenant shall comply with all federal, state and local laws, ordinances, rules and regulations which are applicable, as to the conduct of Tenant's business as it relates, to the environment, including but not limited to, spillage, pollution, and storage. Tenant agrees, that Tenant upon the request of Landlord from time to time shall file such notices, declarations and obtain such permits as may be necessary, from the appropriate government agency, that has jurisdiction over the Premises, and/or Tenant's business. Included in the foregoing, but not by way of limitation, Tenant agrees, if same is required by the New Jersey Department of Environmental Protection and Energy, to file a "negative declaration" with the New Jersey Department of Environmental Protection upon the request of Landlord, and in all events, prior to the termination of this Lease. Tenant will, in all events, comply with N.J.S.A. 13:1K-6 et seq. of the New Jersey statutes as same may be amended, and as supplemented, by regulations issued by the Department of Environmental Protection and Energy. If required, Tenant shall file a Remedial Action Workplan, and implement the provisions thereof, all in accordance with the regulations and requirements of the New Jersey Department of Environmental Protection and Energy. Tenant agrees, prior to submitting any affidavit, negative declaration inquiry or other documentation to the Department of Environmental Protection and Energy, that Tenant will submit a copy thereof to Landlord five (5) days prior to such submission.

22.2 The Tenant does hereby agree at its sole cost and expense, to defend, Indemnify and save harmless the Landlord against and from any and all loss, cost, expenses, liabilities or claims by third parties, including all governmental authorities, attorney's fees, court costs, fines or penalties arising from or in connection with the Lease herein, and the use or occupancy of the Demised Premises by the Tenant, and in case any action or proceeding is brought against Landlord or Tenant by reason of any hazardous waste or contaminants located in or on the Demised Premises by Tenant. Tenant, upon notice from Landlord, agrees to resist and defend such action or proceedings by Counsel reasonably satisfactory to Landlord. Counsel for Tenant's insurance carrier shall be deemed satisfactory. Tenant covenants that it shall not dump chemical waste on the Premises nor use or store hazardous materials in the Premises.

22.3 Notwithstanding Tenant's otherwise complying with Environmental Laws, the Tenant shall, upon the happening of an event requiring the Tenant to notify Environmental Authorities pursuant to law, simultaneously notify the Landlord therein.

22.4 Tenant shall not install any underground storage tanks as same is defined in Chapter 102 of the Public Laws of 1986 of the State of New Jersey, nor shall the Tenant do anything which would subject the Landlord to the provisions of 42 U.S.C. 6991 entitled "Regulation of Underground Storage Tanks" in the Hazardous and Solid Wastes Amendments of 1984.

22.4 Landlord shall solely be responsible for any preexisting environmental conditions and matters and compliance with state or federal laws, ordinances, rules, orders, regulations and requirements at the Property pertaining to same. Landlord shall indemnify Tenant for Tenant's costs and attorney's fees pertaining to same. Landlord represents that it has no knowledge of any active environmental conditions, hazardous substances, asbestos, PCBs, at the Property.

23. INSPECTION AND WORK BY LANDLORD; EASEMENTS.

23.1 The Tenant agrees that the said Landlord's agents and other representatives shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours upon at least (48) hours notice to Tenant for the purpose of examining the same, and doing repair or construction work required to be performed by Landlord pursuant to this Lease on the Premises or the building without unduly or unreasonably disturbing the operations of the Tenant (except in the event of emergency). The Landlord may enter upon the Premises for the purpose of showing same to prospective new Tenants at any reasonable time within one (1) year from the termination date of the Lease. Landlord shall have the right to enter upon the Premises for examining same with prospective mortgagees, purchasers and insurance company representatives at reasonable hours and times upon giving Tenant's on site representative oral or telephone notice. Landlord agrees to act in such a manner as to avoid unreasonable interference with Tenant's use of the Premises.

23.2 The Tenant agrees that Landlord or its designees may erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires, in, to and through the Premises, as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Building. All such work shall be done, so far as practicable, in such manner as to avoid unreasonable interference with Tenant's use of the Premises. The Tenant is aware that the Landlord may erect additions and/or separate buildings on the Property on which the "Building" is located or on adjacent parcels of Property which Landlord may acquire. Landlord shall notify the Tenant of any pending construction, and in any event shall continue to provide reasonable access for the Tenant as well as Tenant's customers. Landlord shall continue to provide adequate parking as is determined by the municipal planning board in connection with the approval of Landlord's plans for expanding the "Building".

24. DEFAULT BY TENANT.

24.1 Each of the following shall be deemed a default by Tenant and a breach of this Lease:

- (a) Default in the payment of the rent or additional rent herein reserved or any part thereof for a period of fifteen (15) days; it is agreed that no written notice of default shall be required for Tenant's failure to pay rent unless indicated otherwise in this Lease
- (b) A default in the performance of any other covenant or condition of this Lease on the part of the Tenant to be performed for a period of thirty (30) days after written notice from Landlord to Tenant to cure such default unless indicated otherwise in this Lease

With respect to a default under Paragraph 24.1(b), if Tenant has commenced to cure the default within said thirty (30) day period and continues to diligently pursue the cure of same, then no default shall be called hereunder, provided, however, this provision shall not prevent the Landlord from undertaking such action as is otherwise permitted under this Lease to cure Tenant's default.

24.2 In case Tenant shall default in any of its obligations under this Lease or, in

case this Lease be terminated by summary proceedings, or otherwise, as provided in this Article 24, and whether or not the Premises be relet, Landlord shall be entitled to recover from the Tenant a sum equal to all expenses, if any, including reasonable counsel fees, incurred by Landlord in recovering possession of and attempting to re-let, and all reasonable costs and charges for the care of said Premises while vacant, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses shall have been incurred by Landlord.

24.3 If payment of any net basic rental or additional rental (it being understood that all other sums other than net basic rental due and payable under this Lease by the Tenant to the Landlord shall be deemed to be additional rental) or any part thereof shall not be made on or prior to the date which is ten (10) days after the date on which it is due and payable, Landlord shall be entitled to charge as an additional rent a service fee equal to six (6%) percent of such sum due for the first five (5) days and .05% for each day after the fifth day which elapses until such date that the rent is received by the Landlord. Such service fee that accrues during any month shall be payable on the first day of the next following month. No failure by Landlord to insist upon the strict performance by Tenant of Tenant's obligations to pay the service fee shall constitute a waiver by Landlord of its right to enforce the provisions of this section and any instance thereafter occurring, nor shall acceptance of a late fee be deemed to extend the time of payment of net basic rental or additional rent or any part thereof. Tenant shall pay Landlord's reasonable attorney's fees in connection with Landlord's enforcement of Tenant's obligations under this Lease or in connection with any breach of this Lease by the Tenant.

24.4 (a) Upon the occurrence of any Event of Default upon which Landlord has noticed Tenant where required by the terms of this Lease and where Tenant has not cured within thirty (30) days from such notice unless indicated otherwise in this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) Terminate this Lease, in which event Landlord shall so notify Tenant and Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, file for possession with the Court.
- (ii) Terminate Tenant's right to possession of the Leased Premises without terminating the term of this Lease, and in such event, Landlord shall notify Tenant of its intention so to do, and Landlord may, at its option, in addition to exercising such rights as Landlord may have under Section "24.4(a)", make such alterations and repairs as may be necessary to relet the Leased Premises or any part thereof at such rent and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefor. Upon each such reletting, all rent received by Landlord shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord pursuant to the Lease; second, to the payment of any cost and expense of such reletting, including brokerage fees and attorneys fees and cost of such repairs required to repair damage caused by Tenant not otherwise already reimbursed to Landlord through the security deposit; third, to the payment of rent, late fees and interest due and unpaid hereunder. In the event rentals received from such reletting be less than that to be paid by Tenant hereunder, Tenant shall pay to Landlord on demand any deficiency that may arise by reason of same. (If the Premises are let for more than are required to pay all such expenses and the rent reserved

hereunder then, such excess shall be the property of the Landlord.) No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting of the Leased Premises without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iii) Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys fees, all other sums required to be paid under this Lease, and including the worth at the time of such termination, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the higher of the average minimum net base rent (or, if applicable, the alternate minimum net base rent plus any additional rent payable by Tenant during the one year preceding the time of default multiplied by the number of

years remaining on the Lease. To the extent that the Lease calls for pre-set rent increases, these pre-set rent increases shall be taken into account in the calculations set forth above. To the extent that there is a Consumer Price increase provision for rent increases, then the increase based upon the Consumer Price Index shall be presumed to be annually for the balance of the term of the Lease the same as for the twelve (12) months prior to the event of default. Any calculation of future rents under this Lease shall utilize the above method in making the calculation.

(iv) If default consists in whole or in part of Tenant's failure to expend funds, Landlord may, but shall not be obligated to, make necessary expenditures for the account of Tenant who shall upon demand reimburse Landlord.

(v) It is expressly understood and agreed that the provisions of this Section "24.4" shall not be construed to limit or impair any other right, claim or remedy to which Landlord may be entitled at law or in equity in case of Tenant's default nor shall pursuit of any of the foregoing remedies preclude pursuit of any of the other remedies provided in this Lease nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more of the remedies herein set forth upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(vi) Terminate Tenant's Options to Extend as contained in Paragraph 55.

(b) Tenant hereby appoints as its agent to receive service or process of any dispossessory proceeding or any notice given by Landlord in connection with the provisions provided in this Section "24.4" the person in charge of the Leased Premises at the time such service or notice is made, and if no person is then in charge of the Leased Premises, then such service or notice may be

made by attaching the same to the main entrance of the Leased Premises.

(c) Notwithstanding any provision in the Lease permitting Tenant to cure any default within a specified period of time, if Tenant shall default (i) in the timely payment of rent or additional rent, and such default shall continue or be repeated for three months in any period of twelve months, or (ii) in the performance of a particular term, condition or covenant of this Lease more than one times in any period of twelve months for a non-monetary default, then notwithstanding that such non-monetary defaults shall have been cured within the period after notice, if any, as provided in this Lease, any further similar default shall be deemed to be deliberate and Landlord thereafter may serve a written thirty (30) day notice of termination of this Lease to Tenant without affording to Tenant an opportunity to cure such further default or to seek any lawful remedy.

25. LIABILITY OF TENANT FOR DEFICIENCY. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the default by the Tenant and the re-entry of the Landlord as permitted by the terms and conditions contained in this Lease or by the ejectment of the Tenant by summary proceedings or other judicial proceedings or after the abandonment of the Leased Premises by the Tenant, it is agreed that the Tenant shall remain liable to pay in monthly payments the rent which shall accrue subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, as the amount of such difference or deficiency shall from time to time be ascertained. Anything herein contained to the contrary notwithstanding, the rent referred to shall include the stated reserved rent together with all additional rent and charges required to be paid by the Tenant under the Lease including but not limited to Tenant's pro rata share of taxes, maintenance items described here, insurance costs, the costs of re-renting, and legal, fees incurred by Landlord in connection with claims against Tenant for the re-renting of the Premises.

If the sum realized or to be realized from the reletting is insufficient to satisfy the basic and additional rent provided in this Lease, the Landlord, at its option may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. Alternately, the Landlord may offer Tenant the option to pay to the Landlord at Landlord's option the lesser of (a) a sum which represents the aggregate of the rent and all additional rent for the balance of the term as if the Lease were not terminated, discounted at the rate of six (6%) percent per annum, or (b) a sum equal to three (3) years of rent and additional rent as if the Lease were not terminated. In the event the Premises become re-rented prior to the end of the term provided for herein and such re-rental continues to the end of the term, then at the end of the term, the Landlord shall calculate its actual damages inclusive of (i) rental differential; and (ii) out of pocket expenses inclusive of legal fees which sum shall be hereinafter known as "Actual Damages". If Actual Damages exceed those sums received by Landlord from the Tenant herein under this paragraph, then Tenant shall pay such difference to Landlord, and, if such Actual Damages are less than those sums received by Landlord from Tenant herein under this paragraph, then Landlord shall reimburse same to Tenant.

No provision of this Lease shall be construed to preclude Landlord's recovery from the Tenant of any damages to which Landlord is lawfully entitled. No right or remedy contained in

this Lease for the benefit of the Landlord is intended to be exclusive of any other right or remedy given herein or provided by law. In the event Landlord utilizes the services of an attorney in order to enforce any provision of this Lease or in order to regain possession of or re-let the Premises, the Tenant shall pay to the Landlord as additional rental, reasonable attorneys fees incurred by the Landlord. The damages to be included for the benefit of Landlord shall include all damages incurred subsequent to the actual termination of this Lease.

Tenant agrees that the Landlord shall be a creditor of the Tenant for purposes of the Uniform Commercial Code Bulk Transfer Act, N.J.S.A. 12A:6-101 to 6.6-111 for rental payments not due and owing at the time of transfer of assets of Tenant. The Landlord and Tenant agree that all Rent and Additional Rent due and payable under this Lease shall be due and payable as of the execution of this Lease but as long as Tenant is not in default same shall be paid as hereinbefore provided.

26. NOTICES. All notices required or permitted to be given to the Landlord shall be given personally or by certified mail, return receipt requested, or, received courier service at the address hereinbefore set forth on the first page of this Lease, and/or such other place as the Landlord may designate in writing at the Demised Premises. All notices required or permitted to be given to the Tenant shall be given personally or by certified mail, return receipt requested, or, received courier service at the address hereinbefore set forth on the first page of this Lease or, at the Premises or at such other place as the Tenant shall designate in writing.

27. NON-WAIVER BY LANDLORD. The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option of the Landlord herein conferred in any one or more instances, shall not be construed as a waiver by the Landlord of any of its rights or remedies in this Lease, and shall not be construed as a waiver, relinquishment or failure of any such covenants, conditions, or options, but the same shall be and remain in full force and effect.

28. LANDLORD'S RIGHT TO EFFECT TENANT'S OBLIGATIONS.

28.1 In the event that the Tenant fails or refuses or neglects to make any repairs required by this Lease or in the event the Tenant fails to undertake any obligation of this Lease, the Landlord may at Tenant's expense make such repairs or fulfill such obligation and the cost and expense shall be due and payable on the first of the month next following..

29. NON-LIABILITY OF LANDLORD

29.1 It is expressly understood and agreed by and between the parties to this agreement that the Tenant shall assume all risk of damage to its property, equipment and fixtures occurring in or about the Premises, whatever the cause of such damage or casualty.

29.2 It is expressly understood and agreed that in any event, the Landlord shall not be liable for any uninsured damage or injury to property or person caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said Premises, or from any damage or injury resulting or arising from any other cause or happening not attributed to Landlord's gross negligence or failure to maintain the Property.

30. WARRANTY OF TITLE. Landlord represents that he has the full right,

capacity and authority to enter into the within Lease Agreement.

31. **FORCE MAJEURE.** Except for the obligation of the Tenant to pay rent and other charges and supply insurance as in this Lease provided, the period of time during which the Landlord or Tenant is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, strikes, lockouts, civil commotion, COVID-19 or other pandemics, acts of God or the public enemy, government prohibitions or preemptions, embargoes, liability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, or other events beyond the reasonable control of Landlord or Tenant, as the case may be, shall be added to the time for performance of such act.

32. **STATEMENTS BY LANDLORD AND TENANT.** Landlord and Tenant agree at any time and from time to time upon not less than ten (10) days prior notice from the other to execute, acknowledge and deliver to the party requesting same, a statement in writing, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that it is not in default (or if claimed to be in default, stating the amount and nature of the default) and specifying the dates to which the basic rent and other charges have been paid in advance, if any; it being intended that any such statement delivered pursuant to this paragraph may be relied upon as to the facts contained therein.

33. **QUIET ENJOYMENT.** The Landlord further covenants that the Tenant, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term aforesaid. In the event the Landlord shall breach the within covenant, Tenant shall give Landlord notice thereof and Landlord shall have a reasonable opportunity to cure said breach. The within covenant of quiet enjoyment is subject to the terms and conditions of any present or future mortgage with respect to the Property on which the Premises are located.

34. **SURRENDER OF PREMISES.** On the last day, or earlier permitted termination of the lease term, Tenant shall quit and surrender the Premises in good and orderly condition and repair (reasonable wear and tear, and damage by fire or other casualty excepted) and shall deliver and surrender the Leased Premises to the Landlord peaceably, together with all alterations, additions and improvements in, to or on the Premises made by Tenant which Landlord elects to retain. The Landlord reserves the right to require the Tenant at Tenant's cost and expense to remove any alterations or improvements installed by the Tenant and restore the Premises to good condition, which right shall survive the surrender and the delivery of the Premises as provided hereunder. Landlord's exercise of the right granted in the preceding sentence shall be conditioned upon Landlord giving a notice of the exercise of such right to Tenant following the expiration of the lease term or, in the event of termination by Landlord as permitted under this Lease, with the notice of termination. Prior to the expiration of the lease term the Tenant shall remove all of its personal property, including fixtures, equipment and trade fixtures from the Premises. All personal property not removed by Tenant shall be deemed abandoned by Tenant and Landlord reserves the right to charge the reasonable cost of such removal to the Tenant, which obligation shall survive the lease termination and surrender hereinabove provided. If the Premises are not surrendered at the end of the lease term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Premises, and Tenant shall pay to Landlord for each month or a part thereof that Tenant does not vacate or surrender the Premises after the end of the term, a sum equal to two (2) times the Net Basic Rental for the month immediately prior to the end of the term together with all sums otherwise required to be

paid hereunder. Notwithstanding the provisions of this Section 34, Tenant shall not be required to remove alterations which were part of the original work letter, alterations to which the Landlord consents without advising the Tenant they have to be removed at the conclusion of the Lease term, common office alterations including but not limited to: partitions, floor covering, and wiring.

35. **RECORDING OF LEASE.** It is understood between the parties hereto that this Lease will not be recorded. Any such attempted recording shall be deemed null and void and of no effect, and shall constitute a default hereunder. Either party may, at its option, prepare a memorandum of lease setting forth the parties and the term of the lease, which lease memorandum may be recorded at the option of either party, provided, however, in the event the Tenant desires to record such memorandum, Tenant shall simultaneously deliver to attorney for Landlord, a discharge of said memorandum in a form satisfactory to the attorney for Landlord which shall be held in escrow. In the event of the termination of this Lease at the expiration of the term or pursuant to a judgment of a court, said discharge may be recorded.

36. **DEFINITION OF TERM OF "LANDLORD".** When the term "Landlord" is used in this Lease it shall be construed to mean and include only the owner of the fee title of the Premises. Upon the transfer by the Landlord of title to the Building, the Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all liability with respect to the performance of any of the covenants and obligations on the part of the Landlord herein contained to be performed.

37. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any present or future mortgages or ground leases or other such encumbrances now or hereafter placed on the land and building and Leased Premises (all of the foregoing mortgages, ground leases or other such encumbrances being hereafter in this Article referred to as "the Mortgage") without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination, but Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of the Lease to the lien of any Mortgage as shall be desired by a mortgagee or proposed mortgagee or by any proper person. Tenant appoints Landlord the attorney in fact of the Tenant irrevocably, to execute and deliver any such instrument or instruments for and in the name of the Tenant. Tenant shall promptly be furnished a copy of such instrument. With respect to any present or future mortgagee (or ground lessor), Landlord shall request an agreement from same assuring Tenant's continued right to occupy the Demised Premises under the terms and conditions of this Lease as long as Tenant is not in default hereunder.

38. **ESTOPPEL CERTIFICATE.** Tenant agrees that at any time and from time to time, within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord, an estoppel certificate in customary form as prepared by Landlord, including statements that the Lease is in full force and effect, that the Landlord is not in breach thereof, the date to which the rent has been paid, and other matters which Landlord may seek to address.

39. **LANDLORD'S LIABILITY.** Notwithstanding anything hereinbefore set forth to the contrary, neither Landlord nor any partner or stockholder of Landlord shall have any personal liability in connection with its obligations under this Lease Agreement and Tenant agrees to look solely to the property to enforce any claim it may have against the Landlord.

40. **ARBITRATION.** In the event of any dispute regarding this Lease, excepting eviction proceedings brought for cause against the Tenant by the Landlord, Landlord and Tenant agree to submit the dispute to the American Arbitration Association, and shall share cost equally and be bound by its rules and decision as final and conclusive.

41. **ADDITIONAL COVENANTS.** Tenant covenants and agrees as follows:

(a) **Alterations.** Tenant shall not make any alterations, improvements, and/or additions to the Premises or any part thereof except, Tenant shall have the right to install nonstructural improvements necessary for the conduct of Tenant's business, subject to the following:

(i) Tenant shall first obtain requisite permits and authorizations from governmental authorities having jurisdiction;

(ii) Tenant shall obtain Landlord's prior written consent (which Landlord's consent not to be withheld if the alteration would not, in the reasonable opinion of the Landlord, impair the value of the Premises);

(iii) Any such alteration shall be made promptly (unavoidable delays excepted) in a workmanlike manner in accordance with any alteration plans and in compliance with applicable laws and governmental regulations;

(iv) The cost of the alteration shall be paid by Tenant so that the Demised Premises remain free of any liens;

(v) Tenant shall maintain proper insurance as requested by Landlord;

(vi) No alteration shall be undertaken until detailed plans and specifications have first been submitted to and approved in writing by Landlord, which approval shall not be unreasonably withheld, qualified or delayed. At completion of the alteration, "as built" plans shall be delivered to Landlord;

(vii) Tenant shall agree in writing, if directed by Landlord, to remove such alteration and to restore the Premises upon such removal;

(viii) Tenant may complete common office alterations without the written permission of Landlord. Such alterations shall include but shall not be limited to: painting, partitions and floor covering.

(ix) Tenant shall not be required to remove alterations which were part of the original work letter, alterations to which the Landlord consents without advising the Tenant they have to be removed at the conclusion of the Lease term, or common office alterations including but not limited to: painting, partitions and floor covering.

Landlord shall not unreasonably withhold or delay its consent to non-structural alterations but in so consenting to such alterations may request assurances for removal of same.

(b) Change Exterior Architecture. Tenant shall not change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Premises or of the building in which the same is located, or any part thereof.

(c) Misuse Plumbing Facilities. Tenant shall not use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any garbage or other foreign substance therein, whether through the utilization of so-called "disposal" or similar units or otherwise.

(d) Liens. Tenant shall not subject any fixtures, furnishings or equipment in or on the Premises which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances.

(e) Damage the Premises. Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Building.

(f) Exceed Floor Load. Tenant shall not place a load on any floor in the Premises, or in any area of the Building, exceeding the floor load per square foot which such floor was designated to carry; or install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.

(g) Exceed Electrical Load. Tenant shall not install, operate or maintain in the Premises, any electrical equipment which does not bear underwriters' approval, and would overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation.

(h) Permit Odors, etc. Tenant shall not suffer, allow or permit any offensive or obnoxious vibration, noise, odor or other undesirable effect to emanate from the Premises, or any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise unreasonably interfere with the safety, comfort or convenience of Landlord or any other occupants of the Building; upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant shall forthwith (but in all events within five (5) days) remove or control the same.

(i) Interfere with Insurance, Compliance, Improper Use. Tenant shall not use or occupy the Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or other Tenants from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to Landlord of any existing insurance, or which might cause structural injury to the building, or which would constitute a public or private nuisance or which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state or municipal governments, or of any department, subdivisions, bureaus or offices thereof, or of any other governmental public or quasi-public authorities now existing or hereafter created having

jurisdiction in the Premises, or the Building of which the Premises forms a part. If, at any time, and from time to time, as a result of, or in connection with, any failure by Tenant to comply with the foregoing or any act of omission or omissions by Tenant, its employees, agents, contractors or licensees, or as a result of, or in connection with, the use to which the Premises are put (notwithstanding that such use may be for purposes hereinbefore permitted, or that such use may have been consented to by Landlord), the insurance rates applicable to the Premises, or to the Premises of which the Leased Premises are a part, or the building in which same are located, or to any other Premises in said building and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto), shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, as additional rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rates. Any increase in Landlord's insurance premium that Landlord seeks to charge to Tenant as a cost or additional rent under the terms of the Lease or through any other method of passing such cost to Tenant shall only be permissible if the increase in Landlord's insurance premium is substantially and verifiably caused by the acts of Tenant or by a general increase in insurance premiums.

(j) Tenant shall not utilize any labor for construction, reconstruction or alterations of the Premises which are not licensed tradesmen.

(k) Tenant shall: (1) keep display windows in the Premises well lighted during normal business hours; (2) keep its Premises in a neat and clean condition; (3) store, and/or stock in the Premises only such merchandise as Tenant intends to offer for retail sale in or on the Premises within any reasonable time after receipt; (4) maintain the Premises and Tenant's personal property in an attractive manner in accordance with the general character of the Building; (5) promptly comply with all laws, ordinances, rules and regulations of governmental authorities including zoning laws and building codes, insurance underwriters, and any other organization exercising similar functions to insurance underwriters, and those agencies' rules and regulations governing resource recovery and trash removal; (6) keep and maintain in good order, condition and repair any loading area; (7) keep any sidewalks and curbs immediately adjacent to the Premises clean and free from dirt, rubbish, ice and snow; (8) abide the decision of the Landlord who shall act as sole arbiter of any dispute by and between Tenants if, Landlord elects to arbitrate such dispute at the request of either Tenant.

42. **LANDLORD'S INABILITY TO PERFORM.** This Lease and the obligation to pay rent hereunder and perform all of the other terms to be performed by Tenant hereunder shall not be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease.

43. **MECHANIC'S LIEN.** Tenant shall discharge any mechanic's lien filed against the Property for work done or claimed to have been done for Tenant, or materials furnished or claimed to have been furnished to Tenant within ten (10) days after notice from Landlord thereof. Notice is hereby given that Landlord is not liable for any work performed at the Premises by or for Tenant and that no mechanic's lien arising therefrom shall attach to, or affect the estate of, or interest of Landlord.

44. **FINANCIAL INFORMATION.** Tenant and any guarantor hereof agree that they shall, upon Landlord's request, supply Landlord with a certified balance sheet prepared by a certified public accountant for the preceding fiscal years which may be requested by Landlord

for submission to a mortgagee or prospective purchaser of the Property of which the Premises form a part. Tenant and any guarantor hereof also grant Landlord permission to make periodic credit checks. Upon Tenant's request, such statement shall be kept confidential and used solely for the purposes aforesaid.

45. **NO ABATEMENT OF RENT.** There shall be no abatement, diminution or reduction of Fixed Rental, Expense Rent or Additional Rent or other charges or other compensation due to the Landlord by Tenant or any person claiming under it under any circumstances, including, but not limited to, any inconvenience, discomfort, interruption of business or otherwise. Notwithstanding the provisions of this Section 45, Tenant shall be entitled to abatement of rent in the event of fire or other damage to the Property in accordance with Section 19 of the Lease.

46. **SUBMISSION OF LEASE.** Submission of this Instrument for examination or signature by Tenant does not constitute a reservation of, or option to lease, and it is not effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

47. **NO REPRESENTATIONS.** Landlord has made no representations or promises with respect to the Premises or the Property except as expressly contained herein. Tenant has inspected the Premises and agrees to take the same in an "as is" condition, except as otherwise expressly set forth. Landlord shall have no obligation, except as herein set forth, to do any work in and to the Premises to render them ready for occupancy and use by Tenant.

48. **WAIVER OF TRIAL BY JURY AND OTHER MATTERS.**

(a) Landlord and Tenant do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises and or claim of injury or damage. Tenant specifically agrees that it shall not claim any consequential damages as a result of any activity on the part of Landlord or the failure of Landlord to do or perform any act required by Landlord pursuant to the Lease, under law or otherwise. It is further mutually agreed that in the event that Landlord commences any summary proceedings for non-payment of any rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in such proceeding.

(b) Tenant waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Demised Term or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

49. **CAPTIONS.** The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

50. **BINDING EFFECT.** The provisions of this Lease shall apply to, bind and inure to the benefit of Landlord and Tenant and their respective successors, legal representative and permitted assigns, it being understood that the term "Landlord" as used in this Lease means only the owner, or the mortgagee in possession, or the lessee for the time being of the Property so that in the event of any sale or sales of the Property or of any Lease thereof, or if the mortgagee shall take possession of the Property, the Landlord named herein shall be and

hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter.

51. **ASSIGNMENT OF RENTS.** With reference to any assignment by Landlord of Landlord's interest in the Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder or any mortgage or ground lessor on Property which includes the Premises, Tenant agrees: (a) that the execution thereof by Landlord and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as any assumption by such holder or ground lessor of any of the obligations of the Landlord hereunder unless such holder or ground lessor, shall by notice to Tenant, specifically otherwise elect; and (b) that, except as aforesaid such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon the foreclosure of such holder's mortgage and the taking possession of the Premises, or, in the case of a ground lessor, by the written assumption of Landlord's position hereunder by such ground lessor. It is understood that any ground lessor under a ground lease relating to Property of which the Premises is a part shall not be treated as being the Landlord hereunder or as having any of the obligations of the Landlord hereunder unless and until such ground lessor expressly assumes the position of the Landlord hereunder by terminating such ground lease and taking possession of the Premises and by commencing to collect the rent and other charges provided herein from the Tenant herein.

52. **LANDLORD'S DEFAULT.** Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after notice by Tenant to Landlord properly specifying Landlord's failure to perform its obligation. In no event shall Landlord be responsible for any consequential damages to the Tenant absent Landlord's gross negligence

Further, if the holder of a mortgage which includes the Premises or a ground lessor of land including the Premises notify Tenant that such holder or ground lessor has taken over Landlord's rights under the Lease, Tenant shall not assert any right or any monetary claim against any mortgagee or ground lessor arising prior to such notification.

53. **MISCELLANEOUS.** (a) Tenant shall comply with the Rules and Regulations attached hereto and as same may be amended or promulgated by Landlord from time to time.

(b) "Interest" as used in this Lease shall mean, unless otherwise specified, the Prime Rate of interest of Chase Manhattan Bank, N.A. (or its successor) plus five (5%) percent per annum adjusted monthly on the first day of each month, but in no event exceeding lawful interest.

(c) The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

(d) Submission of this instrument to Tenant for examination or for signature does not constitute a reservation of or option for Lease, and this Lease shall not be effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

(e) If a reference in this Lease is made to "masculine" or "feminine" or "neuter", it shall be appropriately adjusted to accurately and descriptively describe the noun to which such pronoun is making reference.

54. **TENANT WORK.** The Landlord will not to perform work for the benefit of the Tenant. Tenant shall have the responsibility to perform any and all work necessary for Tenant's use or desired by Tenant at Tenant's sole cost and expense. Tenant shall be obligated to apply for and obtain a certificate of occupancy after obtaining proper building permits for its construction. Copies of such permits and certificates shall be delivered to the Landlord by the Tenant promptly upon receipt of same. Tenant's work shall not affect the structure of the Building and shall be in accordance with plans previously submitted to and approved in writing by Landlord.

55. **OPTIONSTO EXTEND.**

55.1 Subject to Landlord's right to terminate as set forth in Paragraph 24.4(a)(vi), and provided that Tenant is not in default of its obligations under this Lease at the time of the exercise of the each Option or at the commencement of either Option Term, Tenant shall have two options to extend the term of the within Lease for an additional five years each commencing September 1, 2025 and ending August 31, 2030 (the "First Option Term") and commencing September 1, 2030 and ending August 31, 2035 (the "Second Option Term") at the same terms and conditions as during the original Term except that the Net Basic Rental payable during each Option Term shall be the greater of 95% of the Fair Market Value of similar space in the Carlstadt, New Jersey area or the Net Basic Rent as shown on Exhibit C annexed hereto and made part hereof. In order to exercise the option, Tenant shall provide written notice to Landlord on or before September 1, 2024 for the First Option Term and on or before September 1, 2029 for the Second Option Term, time being of the essence with respect to the exercise of the option. All of the other terms of the Lease, including without limitation the payment of Additional Rent, shall be applicable during the Option Terms. Exercise of the First Option Term shall be a prerequisite for the exercise of the Second Option Term.

55.2 Anything to the contrary in this section 55 or any other section of the Lease notwithstanding, Landlord shall have the right at any time after Tenant's exercise of an Option to Extend upon service of not less than one hundred twenty (120) days written notice to Tenant and payment to Tenant of the equivalent of three (3) months of the then current rent to cancel Tenant's exercised Options to Extend. In such event, the Lease shall terminate on the Termination Date set forth in the Lease or at the end date of the First Option Term, as the case may be.

56. **RULES AND REGULATIONS**

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and public parts of the Property shall not be obstructed or encumbered by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. The Tenant will not use or permit to be used the sidewalk area by motor vehicles, and will limit such vehicles to the driveway and parking areas.
2. No awnings, air conditioning units or other projections shall be attached to the outside walls or window sills of the building on the Property or otherwise project from the building.
3. The Tenant shall not erect, make or maintain on or attach or affix to any part of the Premises including the windows and doors, any sign, picture or other

representation or advertisement or notice of any kind, without the express written consent of the Landlord obtained in advance which shall not be unreasonably withheld. Tenant shall have the right to apply on the main entrance door to the Premises lettering of approved type, size and style as well as company logo where applicable.

4. The windows in the Premises shall not be covered or obstructed by Tenant, nor shall articles be placed on the window sills or in the halls or in any other part of the building, nor shall any articles be thrown out of the doors or windows of the Premises.

5. Tenant shall not lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the Premises, and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall first be fixed to the floor by a paste or other material that may easily be removed with water, the use of cement or other similar adhesive material being expressly prohibited.

6. Tenant shall not make, or permit to be made, any unseemly or disturbing noises nor interfere with other tenants or those having business with them. Tenant shall not place office machines or other equipment against walls which divide the Premises from space leased to other Tenants.

7. The Tenant may add such locks as it may deem necessary in connection with its business, provided, however, it shall advise the Landlord in writing and give the option to the Landlord of having a key therefore.

8. Tenant shall not keep in the Premises any explosives, cleaning fluid or any inflammable material. Tenant shall not bring or place any bed or bedding in the Premises and shall not use the Premises as a lodging place.

9. Landlord shall not be responsible to Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenants.

10. Tenant shall not permit the parking of any vehicle at the Building overnight or for any extended period of time unless the vehicle belongs to an employee while at work. Landlord may designate an area for parking for employees. Tenant upon request shall register names, addresses and vehicle identification numbers (license plate numbers) of Tenant's employees who will be parking at the Building. If Tenant and its employees do not abide by Landlord's parking regulations Tenant shall be responsible to pay to the Landlord a sum of \$25.00 per day per vehicle which is not properly parked in the employee designated parking area.

11. Upon notice by the Landlord to the Tenant of a breach of any of the rules and regulations, Tenant shall, within thirty (30) days thereafter, comply with such rule and regulation, unless compliance cannot be accomplished within thirty (30) days, in which event, Tenant shall have the obligation to comply as soon as practicable, and in the event Tenant shall not comply, then the Landlord may, at its discretion, either: (1) cure such condition and add any cost and expense incurred by the Landlord therefor to the next installment of rental due under this Lease and the Tenant shall then pay such amount, as additional rent hereunder; or (2) treat such failure on the part of the Tenant to remedy such condition as a material default of this Lease on the part of the Tenant hereunder.

12. The Tenant shall not be permitted to store any materials outside the Demised Premises. Any material stored within the Demised Premises shall be stored in accordance with sound safety standards.

13. The Tenant shall not have upon or about the Demised Premises any pets or animals.

14. The Tenant consents that the Landlord may make an annual credit check on the credit worthiness of the Tenant. The Tenant acknowledges that the Landlord may, from time to time, perform an annual credit check on the Tenant.

57. Title and Quiet Enjoyment

The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

58. Operation of Tenant's Business.

Subject to approval and licensing of the appropriate governing authorities including but not limited to Federal, State, County, Municipal, and local authorities, compliance by the Tenant with such applicable laws, rules, regulations, etc. and compliance with this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises without undue interference by the Landlord. Tenant shall be allowed to operate during normal business hours and outside of normal business hours without unnecessary interference from Landlord.

59. Commencement of Lease Term.

The term of this Lease shall commence on the date stated in Section 2 of this Lease if the Tenant commences possession of the Premises to conduct business operations from the Premises on said date. If possession of the Premises is delayed by Force Majeure, then the commencement and possession date shall be delayed; and Tenant shall not be required to pay rent or additional rent until such time as Tenant is in possession of the Premises.

60. Damage Repairs.

In case of the destruction of or any damage of any kind whatsoever to the said premises, caused by the carelessness, negligence or improper conduct on the part of the Landlord or the Landlord's agents, employees, assignees or successors, the Landlord shall repair the said damage or replace or restore any destroyed parts of the premises, as speedily as possible, at the Landlord's own cost and expense.

61. Indemnification.

The parties also agree to and shall save, hold and keep harmless and indemnify each other from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the other party or the other party's agents, employees, guests, licensees, invites, subtenants, assignees or successors, or for any cause or reason whatsoever. Tenant shall not indemnify Landlord for any payments, expenses, costs, attorney fees, and for any and all claims and liability for losses or damage attributable to Landlord's negligence or failure to perform obligations under the Lease. Landlord shall not indemnify Tenant for any payments, expenses, costs, attorney fees, and for any and all claims and liability for losses or damage attributable to Tenant's negligence or failure to perform obligations under the Lease.

62. Email signature

This Lease may be executed in counterparts, with facsimile copies, "e-signed" signatures, "DocuSigned" signatures, or photocopies of signatures deemed legally binding. A copy of this Lease shall be deemed to have the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these present to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

WITNESSED OR ATTESTED BY:

301 HOBOKEN LLC, LANDLORD

By:

David Gaerman

07/21/2020

JEL PHYSICAL THERAPY, PC, TENANT

WITNESSED OR ATTESTED BY:

DocuSigned by:

Jace Mcolley 7/21/2020

5084783A3ADD4FA... Witness

DocuSigned by:

Jayson Ceribo

6C75EA13020D64FE

7/21/2020

By:

Jayson Ceribo, Member

6C75EA13020D64FE

By:

Othilia Jumagdao

6C75EA13020D64FE

7/21/2020

Othilia Jumagdao, Member

EXHIBIT B

NET BASIC RENT

Net Basic Rent shall be payable by Tenant to Landlord on the 1st day of each and every month during the Term, in advance, commencing July 1, 2020 and ending August 31, 2021.

	Per Annum	Monthly rent
1 st year (July 1, 2020 -August 31, 2021)	\$18,000.00	\$1,500.00
2 nd year (July 1, 2021 -August 31, 2022)	\$18,360.00	\$1530.00
3 rd year (July 1, 2022 -August 31, 2023)	\$18,727.20	\$1560.06
4 th year (July 1, 2023 -August 31, 2024)	\$19,101.74	\$1,591.81
5 th year (July 1, 2024 -August 31, 2025)	\$19,483.77	\$1,623.65

No Net Basic Rent shall be payable for the months beginning July 1, 2020 and August 1, 2020. Net Basic Rent for the first month beginning September 1, 2020 shall be payable simultaneously with the execution of the Lease by Tenant.

EXHIBIT C

OPTION TERMS NET BASIC RENT

FIRST OPTION

Net Basic Rent shall be payable by Tenant to Landlord on the 1st day of each and every month during the First Option Term, in advance, commencing September 1, 2025 and ending August 31, 2030.

	Per Annum	Monthly rent
6 th year September 1, 2025- August 31, 2030	\$20,068.28	\$1,672.36
7 th year September 1, 2026- August 31, 2031	\$20,670.33	\$1,722.53
8 th year September 1, 2027- August 31, 2032	\$21,290.44	\$1,774.20
9 th year September 1, 2028- August 31, 2029	\$21,929.15	\$1,827.43
10 th year September 1, 2029- August 31, 2030)	\$22,587.03	\$1,882.25

SECOND OPTION

Net Basic Rent shall be payable by Tenant to Landlord on the 1st day of each and every month during the Second Option Term, in advance, commencing September 1, 2030 and ending August 31, 2035.

	Per Annum	Monthly rent
6 th year September 1, 2030- August 31, 2031	\$23,264.64	\$1,938.72
7 th year September 1, 2031- August 31, 2032	\$23,962.58	\$1,996.88
8 th year September 1, 2032- August 31, 2033	\$24,681.46	\$2,056.79
9 th year September 1, 2033- August 31, 2034	\$25,421.90	\$2,118.49
10 th year September 1, 2034- August 31, 2035)	\$26,184.56	\$2,182.05