Real Estate Ventures II: Negotiating Leases, Financings & Restructurings
11.352
Spring 2018
3-0-9

Instructor: W. Tod McGrath, Lecturer, tmcgrath@bostonproperties.com

Teaching Assistants: Giuliana DiMambro, Sloan/DUSP ’13, Giuliana.dimambro@gmail.com
Shaurya Batra, CRE ’17, shaurya@mit.edu
James Mayo-Smith, CRE ’15, jmayosmith@gmail.com

Time and Location: Thursday evenings 6:00 to 9:00 PM (unless otherwise noted),
MIT Center for Real Estate, Building 9-354.

Course Description:

Designed as a continuation of Real Estate Ventures I (11.351), this course prepares students to negotiate the most important business issues within seven of the principal agreements a real estate developer executes in connection with the value creation, financing, and restructuring phases of a real estate venture. More specifically, (i) the value creation phase involves negotiating an Office Lease with a major law firm and a Retail Lease with a national restaurateur, (ii) the financing phase involves negotiating Permanent Loan, Mezzanine Loan, and Inter-creditor Agreements with project lenders, and (iii) the restructuring phase addresses the important financial, legal, income taxation, and governance issues associated with the venture falling into financial distress and the need to negotiate Forbearance and Loan Modification Agreements (or seek relief under Chapter 11 of the U.S. Bankruptcy Code) to avert foreclosure.

Students typically spend 3 to 4 hours of class time discussing the most important business issues in each agreement and the case law relating thereto, working closely with prominent real estate attorneys who specialize in the construction of such agreements. The journey through each agreement ends with a 1 to 2-hour moderated negotiation of the key issues in the agreement, which is judged by prominent industry practitioners. Students generally alternate between negotiating the role of the developer and the role of the counter-party to the agreement. Due to this specific format of instruction, course enrollment is limited and “Listeners” cannot be accommodated.

This course involves a significant amount of reading which is required to be completed prior to discussing the business agreements and case law in class. At the beginning of the first class session devoted to a particular agreement, students are typically required to hand in individual written responses (not more than 3 single-spaced pages in length) to questions relating to the agreement, judicial opinions, and other background readings that will be the subject of class
# Real Estate Ventures II: Negotiating Leases, Financings & Restructurings

## 11.352

3-0-9

Spring 2018

### Estimated Time Allocations: Prior to and During Class Sessions

<table>
<thead>
<tr>
<th>Prior to Class</th>
<th>During Class</th>
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<td>#2</td>
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**Office Lease**
- In Boston @ Boston Properties 6:30 PM

**Retail Lease**
- In Boston @ Nutter 6:30 PM

**Permanent Loan**
- With IC, SJ & Northeastern Law
- 10:00 AM @ Nutter
- Optional

**Commercial Mortgage Loan Underwriting**
- Career Opportunities & Reception
- Presenting Your Best Deal to the Pros

**Mezz. Loan**
- Mixed Use Underwriting; Analysis, Discussion and Structuring

**Inter-Creditor Forbearance Agreement**
- NO CLASS
- Spring Break
- Case Study Materials

**Standstill / Forbearance Agreement**
- Networking Lunch
- Welcome & Panel Discussion

**Loan Mod. (Workout) Agreement**
- Case Law Reading
- Case Law
- Background Reading

### Office Hours
- 6:30 PM - 8:00 PM

### Off Site
- Off Site in NYC

### Lectures and Case Discussions
- With Boston Properties:
  - In Boston @ Boston Properties 6:30 PM
- With IC, SJ & Northeastern Law:
  - 10:00 AM @ Nutter

### Reading
- 15-Mar
- 22-Mar
- 29-Mar
- 5-Apr
- 12-Apr
- 19-Apr
- 27-Apr

### Preparing Written Assignments
- 15-Mar
- 22-Mar
- 29-Mar
- 5-Apr
- 12-Apr

### Deliberating with Counsel
- 27-Apr

### Negotiating
- 27-Apr

### Career Opportunities & Reception
- 1-Mar

### Presenting Your Best Deal to the Pros
- 8-Mar

### Business Objectives & Realities
- 17-May

### Federal Income Tax Issues re: Foreclosure & Debt Restructuring
- 3-May

### Single-Asset Real Estate Bankruptcy
- 10-May

### A Litigator’s Perspective on Transaction Documents
- 17-May

### Career Opportunities & Reception
- 1-Mar

### Presenting Your Best Deal to the Pros
- 8-Mar

### Business Objectives & Realities
- 17-May

### Federal Income Tax Issues re: Foreclosure & Debt Restructuring
- 3-May

### Single-Asset Real Estate Bankruptcy
- 10-May

### A Litigator’s Perspective on Transaction Documents
- 17-May
discussion and negotiation. There is no mid-term or final exam, or prerequisite for this course (students need not have taken 11.351 Real Estate Ventures I).

**Grading:** (for more detailed information, please refer to the attached grading matrix)

- Five (5) written responses (15% each) 75%
- Class Participation 13%
- Class Attendance 12%
  100%

**Course Schedule:**

**Thurs. Feb. 8th:** Course introduction; panel discussion of major issues in office lease negotiations; deliberation with counsel re: Office Lease.

Attorneys:  
Erin Braley, Boston Properties  
Rick DeAngelis, Boston Properties  
Jason Dunn, Goulston & Storrs  
Chris Hiserman, Boston Properties  
Stuart Offner, Mintz Levin  
Madeleine Timin, Boston Properties

Guests (to be confirmed):  
John Barry, TRANSWESTERN │ RBJ  
Kristin Blount, CRE ’98, Colliers International  
Pat Mulvihill, Boston Properties  
Dustin Sarnoski, State Street Corporation

**Thurs. Feb. 15th:** First written assignment due (beginning of class); discussion of office leasing and case law related thereto; continued deliberation with counsel re: Office Lease.

Attorneys:  
Erin Braley, Boston Properties  
Rick DeAngelis, Boston Properties  
Jason Dunn, Goulston & Storrs  
Chris Hiserman, Boston Properties  
Stuart Offner, Mintz Levin  
Madeleine Timin, Boston Properties
Thurs. Feb. 22nd: Continued deliberation with counsel; negotiation of Office Lease.  
*Note:* class session will be held at 6:30 PM at the office of Boston Properties, 800 Bolyston Street, Boston.

Attorneys:  
Erin Braley, Boston Properties  
Rick DeAngelis, Boston Properties  
Jason Dunn, Goulston & Storrs  
Chris Hiserman, Boston Properties  
Stuart Offner, Mintz Levin  
Madeleine Timin, Boston Properties

Celebrity Judges:  
Tom Andrews, CRE ’87, Alexandria Real Estate Equities  
(to be confirmed)  
John Barry, TRANSWESTERN | RBJ  
Kristin Blount, CRE ’98, Colliers International  
Pat Mulvihill, Boston Properties  
Dustin Sarnoski, State Street Corporation

Thurs. Mar, 1st: Second written assignment due (beginning of class); discussion of retail leasing and case law related thereto; deliberation with counsel re: Retail Lease.

Attorneys:  
Anita Agajanian, DLA Piper  
Vanessa Moody, Goulston & Storrs  
Susan Murphy, Dain Torpy  
Barbara Trachtenberg, DLA Piper

Thurs. Mar. 8th: Continued deliberation with counsel; negotiation of Retail Lease.

Attorneys:  
Anita Agajanian, DLA Piper  
Vanessa Moody, Goulston & Storrs  
Susan Murphy, Dain Torpy  
Barbara Trachtenberg, DLA Piper

Celebrity Judges:  
Len Bierbrier, Bierbrier Development  
(to be confirmed)  
Richard Heller, Legal Sea Foods  
Heather Hohenthal, CRE ’98, TA Associates Realty
Thurs. Mar. 15th: Third written assignment due (beginning of class); overview of permanent loan agreements, non-recourse carve-out guarantees, prepayment fees and case law related thereto; deliberation with counsel re: Permanent Loan Agreement and guarantees.

Attorneys: Marianne Ajemian, Nutter McClennen & Fish
Jason Dunn, Goulston & Storrs
Primo Fontana, DLA Piper
Bill Forbush, DLA Piper
Jeff Ganguly, Lerner & Holmes
Sally Michael, Saul Ewing
Andrew Pearlstein, Seyfarth Shaw
Barbara Trachtenberg, DLA Piper

Thurs. Mar. 22nd: Continued deliberation with counsel; negotiation of Permanent Loan Agreement and guarantees. Note: class session will be held at 6:30 PM at the law office of Nutter, McClennen & Fish, 155 Seaport Boulevard, Boston.

Attorneys: Marianne Ajemian, Nutter McClennen & Fish
Jason Dunn, Goulston & Storrs
Primo Fontana, DLA Piper
Bill Forbush, DLA Piper
Jeff Ganguly, Lerner & Holmes
Sally Michael, Saul Ewing
Andrew Pearlstein, Seyfarth Shaw
Barbara Trachtenberg, DLA Piper

Celebrity Judges: Dan Adkinson, Newstar Financial
(to be confirmed)
Brian Butler, Corcoran Jennison
Steve Campbell, MIT Investment Management Co.
Sam Davis, Allstate
Peter Goedecke, Goedecke & Co.
Friday March 23rd:  Optional class session: discussion of commercial mortgage loan underwriting from the perspective of a commercial bank, a life insurance company and a debt fund.  

Note: the Commercial Mortgage Loan Underwriting Seminar with Columbia University and New York University will be held from 10:00 AM to 5:30 PM (with reception to follow) at the law office of Nutter McLennen & Fish at 155 Seaport Boulevard in the Seaport District.

Thurs. Mar. 29th:  No class (spring break).  

Thurs. Apr. 5th:  Discussion of mezzanine loan agreements; deliberation with counsel and negotiation of Mezzanine Loan Agreement.

Attorneys:  Marianne Ajemian, Nutter McClennen & Fish  
Peter Spellios, Transom Real Estate

Celebrity Judges:  Brian Chaisson, Anchor Line Partners  
(to be confirmed)  Kris Galetta, Alcion Ventures  
Bob Garrow, CrossHarbor Capital Partners  
Natalie Herald, Fidelity Investments  
Dan Mee, Tremont Realty Capital  
Peg Mulcahy, Bank of America Merrill Lynch  
Steve Murphy, CRE ’87, Campanelli Companies  
Peter Goedecke, Goedecke & Co.  
Dan Adkinson, Newstar Financial  
Tom Lavin, Broadview Investors
**Thurs. Apr. 12th:**  
**Fourth written assignment due** (beginning of class); discussion of Inter-Creditor agreements; deliberation with counsel and negotiation of Inter-Creditor Agreement.

Attorneys:  
Marianne Ajemian, Nutter McClennen & Fish  
Bill Jordan, Cornerstone Real Estate Advisors

**Thurs. Apr. 19th:**  
Deliberation with counsel and negotiation of Standstill / Forbearance Agreement.

Attorneys:  
Doug Burton, Wilmer Hale  
Tom Vangel, Murtha Cullina

Celebrity Judges:  
Joanne Adkins, CRE ’88, John Hancock  
(to be confirmed)  
Jay Hooper, CRE ’97, Taurus Investment Holdings  
Dan McGrath, CRE ’08, Berkeley Investments  
Jeff Nolan, CRE ’96, REdiligence

**Friday April 27th:**  
**Optional class session:** discussion of the business objectives and realities for both parties in a commercial loan work-out; deliberation with counsel and negotiation of Loan Modification Agreement.  
**Note:** the Workout Program with Columbia University and New York University will be held from 10:00 AM to 6:00 PM (reception to follow) at the law office of DLA Piper at 1251 Avenue of the Americas (6th Avenue) in New York City.

Attorneys:  
Marianne Ajemian, Nutter McClennen & Fish  
Doug Burton, Wilmer Hale  
Jason Dunn, Goulston & Storrs  
Primo Fontana, DLA Piper  
Nathaniel Margolis, John Hancock  
Jennifer Morgan, King & Spalding  
Dave Powell, King & Spalding  
Harry Silvera, Gibson Dunn

Celebrity Judges:  
Larry Ellman, CRE ’92, Berkshire Realty Ventures  
(to be confirmed)  
Merrie Frankel, Moody’s Investors Services
Thurs. May 3rd:   **Fifth (final) written assignment due** (beginning of class); discussion of single asset real estate (SARE) bankruptcy and case law related thereto.

Attorneys:   Mark DeGiacomo, Murtha Cullina  
Tom Vangel, Murtha Cullina

**Judge Celebrity:**   The Honorable **Frank J. Bailey**, Chief Judge, U.S. Bankruptcy Court

Thurs. May 10th:  Riveting discussion of federal income tax issues associated with asset sales, loan modifications, loan purchases, foreclosure and case law related thereto.

Attorney:   Steve Eichel, Choate, Hall & Stewart

Mon. May 17th:   A litigator’s perspective on real estate transaction documents and where the trouble spots typically lurk.

Attorneys:   Dan Dain, Dain Torpy  
Kerry Ryan, Bogle, DeAscentis & Coughlin P.C.
## Course Grading Matrix

### Notes
- Trivial Response(s) = 0
- Insightful Response(s) = 13
- Assignment Grade Adjusted as follows:
  - 1st = 3 points off assignment
  - 2nd = 6 points off assignment
  - 3rd = 9 points off assignment
  - 4th+ = 11 points off assignment
  - If <= 3 Days Late:
  - Additional 30% off that assignment
  - If >3 Days Late:
  - Additional 30% off that assignment

### Course Attendance Participation Scribe Negotiator

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<td>Optional Event at DLA Piper at 1251 6th Ave.</td>
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### Totals
- Contribution to Course Grade: 75.0
- Total Course Grade Points: 105.0
Riverfront Redevelopment (G)

They wouldn’t even return your calls until they saw heavy equipment on site. But now, with the construction loan closed and excavation for the garage and foundations underway, it’s no big surprise that Esquire Associates, the law firm you’ve been courting for over two years to be the lead tenant at Riverfront Centre (see Exhibits A & B), wants to meet right away to have a serious discussion about relocating to the development. Apparently some of their lawyers were worrying about little things – like signing a major lease for space in a building that doesn’t exist yet. Thankfully, they appear to be over that.

You’ve negotiated many leases before, but never with a large law firm. Regardless of the form of lease you start with (see Exhibit C), even after you’ve agreed upon the annual rents and up-front tenant improvement allowance, you’re going to have to spend hours and hours negotiating when the rent starts, what’s includable in operating expenses, what rights Esquire has to expand, contract, sublease, terminate, and extend, as well as what constitutes events of default for each party and what the applicable cure rights and remedies will be. Esquire has about 18 months remaining on their lease and only about 6 months to notify their existing Landlord if they want to exercise their renewal option. Depending on how fancy Esquire wants their new space to be, you expect it will take about 9 months to build it out after they’ve delivered their plans to you.

The space markets have been tightening over the last few years so you’re not really worried about getting Esquire Associates to pay pro forma rents (about $50.00 PSF gross or about $37.50 PSF NNN). That being said, you know that your lender will require you to make an assessment of the financial strength of Esquire Associates in terms of its ability to meet its financial obligations under the lease, and you’re pretty sure Esquire Associates will return the favor and evaluate your financial condition and ability to perform your obligations under the lease. You’re also a bit uneasy about all the other provisions that determine whether the construction lender will ultimately approve the lease.

Only one way to find out: pick up the form of lease that was just delivered to your office and start looking for unworkable provisions that’ll need to be changed.

This case was written by W. Tod McGrath for the purpose of class discussion. All characters and events are fictional, and all rights are reserved. February 2018.
EXHIBIT A

Project Description

The mixed-use redevelopment project (the “Project”) will consist of approximately 325,000 square feet of gross building area on approximately 8.5 acres of land located at 100 River Road, comprised approximately as follows:

1. 175,000 square feet of office space;

2. 35,000 square feet of retail space; and

3. 115,000 square feet of residential condominium units.

The Project will consist of at least two interconnected structures, each containing office, retail, and residential condominium uses, as depicted below and on Exhibit B. The project will conform to all signage, dimensional, and parking requirements.
RIVERFRONT CENTRE

OFFICE LEASE AGREEMENT

BETWEEN

100 River Road Investors, LLC
a Delaware limited liability company
(“LANDLORD”)

AND

Esquire Associates, LLP
a Delaware limited liability partnership
(“TENANT”)

Exhibit C
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OFFICE LEASE AGREEMENT

This Office Lease Agreement (the “Lease”) is made and entered into as of this ____ day of February, 2018, by and between **100 River Road Investors, LLC, a Delaware limited liability company** (“Landlord”) and **Esquire Associates, LLP, a Delaware limited liability partnership** (“Tenant”).

I. Basic Lease Information.

A. “Building” shall mean the building located at 100 River Road, and commonly known as Riverfront Centre.

B. “Rentable Square Footage of the Building” is deemed to be 180,000 square feet.

C. “Premises” shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on floors 2 East, 3 East and 3 West. The “Rentable Square Footage of the Premises” is deemed to be 90,000 square feet. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct and shall not be re-measured.

D. “Base Rent”:

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<th>Annual Rate Per Square Foot</th>
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<td>Months 61 - 120</td>
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Notwithstanding Paragraphs I.C and I.D. of the Lease to the contrary, Tenant shall be entitled to an abatement of Base Rent in the amount of $30,000 per month for twelve (12) consecutive full calendar months of the Term, beginning with the Rent Commencement Date (the “Base Rent Abatement Period”) provided that Tenant does not occupy that portion of the Premises containing approximately 9,000 rentable square feet shown on **Exhibit A-1** during the Base Rent Abatement Period. The total amount of Base Rent abated during the Base Rent Abatement Period shall equal Three Hundred Sixty Thousand Dollars ($360,000) (the “Abated Base Rent”). During the Base Rent Abatement Period, Tenant shall also be entitled to an abatement of Additional Rent and other costs and charges specified in this Lease with respect to that portion of the Premises described on **Exhibit A-1**. In the event Tenant occupies any portion of the Premises shown on **Exhibit A-1**, the Base Rent Abatement Period shall terminate and Tenant shall pay all Rent due hereunder in connection with such space commencing on the date of such occupancy.

E. “Tenant’s Pro Rata Share”: 50%.
F. “Base Year” for Taxes: ______; “Base Year” for Expenses: ______.

G. “Term”: A period of ___ months. The Term shall commence on ___________ (the “Commencement Date”) and, unless terminated early in accordance with this Lease, end on the tenth anniversary of the Rent Commencement Date (the “Termination Date”). Promptly after the determination of the Rent Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as Exhibit C.

H. Tenant allowance(s): Landlord, provided Tenant is not in default, agrees to provide Tenant with an allowance (the “Allowance”) in an amount not to exceed $4,500,000.00 (i.e., $50.00 per rentable square foot of the Premises) to be applied toward the cost of the Landlord’s Work in the Premises in accordance with the terms and conditions set forth in Exhibit D.

I. “Security Deposit”: None.

J. “Guarantor(s)”: None.

K. “Broker(s)”: __________________.

L. “Permitted Use”: General office use.

M. “Notice Addresses”:

Tenant:

On and after the Rent Commencement Date, notices shall be sent to Tenant at the Premises. Prior to the Rent Commencement Date, notices shall be sent to Tenant at the following address:

Esquire Associates, LLP

Phone #: 800-555-5555
Fax #: 800-555-1111

Attention: Madeleine Timin, Esquire
SVP and General Counsel

Jason E. Dunn, Esquire
Ropes & Gray, LLP
800 Boylston Street
Boston, MA 02199-3600
II. Lease Grant.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use any portions of the Property that are designated by Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the “Common Areas”).
III. Rent Commencement Date.

A. For all purposes under this Lease, the “Rent Commencement Date” shall be the date on which each of the following conditions is satisfied: (i) the Landlord’s Work is “Substantially Complete” (as defined in the Work Letter), (ii) Landlord has delivered the Premises to Tenant free and clear of all tenants and other occupants, (iii) the Premises is broom clean and free from debris, (iv) the Premises is in good order, condition and repair, with all Building systems in good and working condition, (v) the Premises is in compliance with all applicable Laws (including without limitation, zoning and parking requirements), and (vi) Landlord delivers to Tenant a permanent certificate of occupancy permitting the entire Premises to be occupied for the Permitted Use as contemplated in the Approved Working Drawings (as defined in the Work Letter).

B. Landlord shall use reasonable speed and diligence to Substantially Complete the Landlord’s Work by the Target Completion Date. If the Rent Commencement Date has not occurred by the Target Completion Date, Tenant shall be entitled to an abatement of Rent in an amount equal to one (1) day of Rent for each day after the Target Completion Date that the Rent Commencement Date has not occurred. If the Rent Commencement Date has not occurred by _______________, then Tenant shall have the right, exercisable within 30 days after such date, to terminate this Lease.

C. If the Rent Commencement Date does not occur by the Target Completion Date, then, in addition to all of Tenant’s other rights and remedies under this Lease and at law and in equity, Landlord shall indemnify, defend, save and hold harmless Tenant from and against any and all additional actions, causes of action, liabilities, damages (including, without limitation, consequential damages), claims, judgments, demands and expenses (including attorneys’ fees), whether foreseeable or unforeseeable and whether sounding in contract, equity or otherwise, arising as the result of, or in connection with, Tenant’s holdover at any other premises, including, without limitation, all holdover rent payable by Tenant and all of Tenant’s liabilities in connection with indemnification obligations that it has to any existing or former landlord.

IV. Rent.

A. Payments. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due hereunder. “Additional Rent” means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are sometimes collectively referred to as “Rent”. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month after the Rent Commencement Date shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing.
by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to 5% of the past due Rent, provided that Tenant shall be entitled to a grace period of 5 days for the first 2 late payments of Rent in a given calendar year. If the Rent Commencement Date occurs on a day other than the first day of a calendar month or if the Term terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant’s Pro Rata Share of any Tax Excess (defined in Section IV.B.) or Expense Excess (defined in Section IV.B.) for the month shall be prorated based on the number of days in such calendar month. Landlord’s acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party’s right to recover the balance or pursue other available remedies. Tenant’s covenant to pay Rent is independent of every other covenant in this Lease.

B. Expense Excess and Tax Excess. Tenant shall pay Tenant’s Pro Rata Share of the amount, if any, by which Expenses (defined in Section IV.C.) for each calendar year during the Term exceed Expenses for the Base Year (the “Expense Excess”) and also the amount, if any, by which Taxes (defined in Section IV.D.) for each calendar year during the Term exceed Taxes for the Base Year (the “Tax Excess”). If Expenses or Taxes in any calendar year decrease below the amount of Expenses or Taxes for the Base Year, Tenant’s Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be $0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant’s Pro Rata Share of Landlord’s estimate of the Expense Excess and one-twelfth of Tenant’s Pro Rata Share of Landlord’s estimate of the Tax Excess. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax Excess was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant’s monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or of the Tax Excess by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year’s estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year’s estimate(s). Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent. As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. If the estimated Expense Excess and/or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess and/or actual Tax Excess, as the case may be, for the prior calendar year, Landlord shall apply any overpayment by Tenant against
Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess and/or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess and/or actual Tax Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses and/or Taxes, any underpayment for the prior calendar year.

C. Expenses Defined. “Expenses” means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, owning, leasing and managing the Building and the Property, including, but not limited to:

1. Labor costs, including, wages, salaries, social security and employment taxes, medical and other types of insurance, uniforms, training, and retirement and pension plans.

2. Management fees, the cost of equipping and maintaining a management office, accounting and bookkeeping services, legal fees and other administrative costs. Landlord, by itself or through an affiliate, shall have the right to directly perform or provide any services under this Lease (including management services).

3. The cost of services, including amounts paid to service providers and the rental and purchase cost of parts, supplies, tools and equipment.

4. Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, elevator, boiler and other insurance.

5. Electrical Costs (defined below) and charges for water, gas, steam and sewer, but excluding those charges for which Landlord is reimbursed by tenants. “Electrical Costs” means: (a) charges paid by Landlord for electricity; (b) costs incurred in connection with an energy management program for the Property; and (c) if and to the extent permitted by Law, a fee for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for electricity.

6. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or 5 years. The amortized cost of capital improvements may, at Landlord’s option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. “Payback Period” means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Any Expenses incurred by landlord for this Building and other buildings should be equitably apportioned between this and those other buildings. Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; interest (except the amortization thereof as provided above.
for the amortization of capital improvements); principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes (defined in Section IV.D) or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases. If the Building is not at least 95% occupied during any calendar year or if Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building at any time during a calendar year, Expenses shall, at Landlord’s option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building during that calendar year. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Building.

C. **Taxes Defined.** “Taxes” shall mean: (1) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property’s share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (3) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord’s election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year. If a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant’s Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant’s receipt of a statement from Landlord.

D. **Audit Rights.** Tenant may, within ___ days after receiving Landlord’s statement of Expenses, give Landlord written notice (“Review Notice”) that Tenant intends to review Landlord’s records of the Expenses for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection. If any records are maintained at a location other than the office of the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord’s records, the agent must be with a licensed CPA firm. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 60 days after
the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an “Objection Notice”) stating in reasonable detail any objection to Landlord’s statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 60 day period or fails to provide Landlord with a Review Notice within the ___ day period described above, Tenant shall be deemed to have approved Landlord’s statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant’s Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord’s records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

V. Compliance with Laws; Use.

The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord’s reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including the Americans with Disabilities Act, regarding the operation of Tenant’s business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Tenant shall comply with the rules and regulations of the Building attached as Exhibit B and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord’s enforcement of the rules and regulations.

VI. Security Deposit.

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant’s obligations. The Security Deposit is not an advance payment of Rent or a measure of Tenant’s liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (1) the determination of Tenant’s Pro Rata Share of any Tax Excess and Expense Excess for the final year of the Term; (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (3) the Termination Date. If Landlord transfers its interest in the
Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

VII. Services to be Furnished by Landlord.

A. Landlord agrees to furnish Tenant with the following services (collectively, “Landlord’s Services”): (1) Water service for use in the lavatories on each floor on which the Premises are located; (2) Heat and air conditioning in season during Normal Business Hours, at such temperatures and in such amounts as are standard for comparable buildings or as required by governmental authority. Tenant, upon such advance notice as is reasonably required by Landlord, shall have the right to receive HVAC service during hours other than Normal Business Hours. Tenant shall pay Landlord the standard charge for the additional service as reasonably determined by Landlord from time to time; (3) Maintenance and repair of the Property as described in Section IX.B.; (4) Janitor service on Business Days. If Tenant’s use, floor covering or other improvements require special services in excess of the standard services for the Building, Tenant shall pay the additional cost attributable to the special services; (5) Elevator service; (6) Electricity to the Premises for general office use, in accordance with and subject to the terms and conditions in Article X; and (7) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

B. Except as provided in this paragraph, Landlord’s failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord (a “Service Failure”) shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. As used herein, an “Occupancy Interruption” shall be deemed to have occurred if: (i) Tenant’s use of the Premises is substantially affected as a result of any stoppage or interruption of Landlord’s Services, any breach by Landlord of any of its other obligations under this Lease, or any other reason other than (1) the negligence or willful misconduct of Tenant or any Tenant Related Party, or (2) any casualty or taking by eminent domain (which events shall be governed by the provisions of Articles XVII and XVIII), and (ii) Tenant shall have given written notice to Landlord of such Occupancy Interruption (a “Tenant Interruption Notice”). If an Occupancy Interruption occurs and continues for a period of three consecutive days, Base Rent and Additional Rent shall be abated from and after the third consecutive day until such Occupancy Interruption is ended. Within five days after Landlord’s receipt of any Tenant Interruption Notice, Landlord shall make a reasonable determination of when such Occupancy Interruption shall end and provide written notice of such determination to Tenant. If Landlord reasonably determines that such Occupancy Interruption shall not end within 180 days from the date on which such Occupancy Interruption commenced, or if such Occupancy Interruption occurs during the last year of the Term and is not ended within 30 days after it commenced, then Tenant shall have the right to terminate this Lease as of the date such Occupancy Interruption commenced by notice to Landlord.
given, in the former event, within 30 days after such determination by Landlord, and in
the latter event, within 60 days after the date such Occupancy Interruption commenced.
Notwithstanding anything herein to the contrary, in the event this Lease is not terminated
as provided for above and Landlord fails to end such Occupancy Interruption within 180
days from the date on which such Occupancy Interruption commenced, then regardless of
the reason for such failure, Tenant may terminate this Lease by written notice to Landlord
within 30 days after the expiration of said 180-day period. Where Tenant is terminating
this Lease pursuant to this paragraph, such termination shall be effective as of the date for
termination set forth in Tenant’s termination notice, which date shall not be later than 60
days after the date of such notice.

VIII. Leasehold Improvements.

All improvements to the Premises and any Cable (defined in Section IX.A) installed by
or for the exclusive benefit of Tenant and located in the Premises or other portions of the
Building (collectively, “Leasehold Improvements”) shall be owned by Landlord and shall remain
upon the Premises without compensation to Tenant, unless Landlord, by written notice to Tenant
within 10 business days prior to the Termination Date shall require Tenant to remove the same
(which such removal shall be at Tenant’s expense (any such Leasehold Improvement so
designated for removal by Landlord being hereinafter collectively referred to as “Required
Removables”). Tenant shall repair damage caused by the installation or removal of Required
Removables. If Tenant fails to remove any Required Removables or perform related repairs in a
timely manner, Landlord, at Tenant’s expense, may remove and dispose of the Required
Removables and perform the required repairs. Tenant, within 30 days after receipt of an invoice,
shall reimburse Landlord for the reasonable costs incurred by Landlord.

IX. Repairs and Alterations.

A. Tenant’s Repair Obligations. Tenant shall, at its sole cost and expense, promptly perform
all maintenance and repairs to the Premises that are not Landlord’s express responsibility
under this Lease, and shall keep the Premises in good condition and repair, reasonable
wear and tear excepted. Tenant’s repair obligations include, without limitation, repairs to:
(1) floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising
walls; (5) electronic, phone and data cabling and related equipment (collectively,
“Cable”) that is installed by or for the exclusive benefit of Tenant and located in the
Premises or other portions of the Building; (6) supplemental air conditioning units,
private showers and kitchens, including hot water heaters, plumbing, and similar facilities
serving Tenant exclusively; and (7) Alterations performed by contractors retained by
Tenant, including related HVAC balancing. All work shall be performed in accordance
with the rules and procedures described in Section IX.C. below. If Tenant fails to make
any repairs to the Premises for more than 15 days after notice from Landlord (although
notice shall not be required if there is an emergency), Landlord may make the repairs,
and Tenant shall pay the reasonable cost of the repairs to Landlord within 30 days after
receipt of an invoice, together with an administrative charge in an amount equal to 10%
of the cost of the repairs.
B. **Landlord’s Repair Obligations.** Landlord shall keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) the roof and structural elements of the Building; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general; (3) Common Areas; (4) the roof of the Building; (5) exterior windows of the Building; and (6) elevators serving the Building. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible.

C. **Alterations.** Tenant shall not make alterations, additions or improvements to the Premises or install any Cable in the Premises or other portions of the Building (collectively referred to as “Alterations”) without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord’s determination of matters relating to aesthetic issues relating to Alterations which are visible outside the Premises shall be in Landlord’s sole discretion. Without limiting such standard Landlord shall not be deemed unreasonable for withholding approval of any Alterations which (1) in Landlord’s opinion might adversely affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility or base building mechanical system serving any area of the Building outside of the Premises, or (2) involve or affect the exterior design, size, height, or other exterior dimensions of the Building, or (3) will require unusual expense to demo the Premises for normal office use on Lease termination or expiration or increase the cost of construction or of insurance or taxes on the Building or of the services called for by Article VII unless Tenant first gives assurance acceptable to Landlord for payment of such increased cost and/or extra expense to Landlord, or (4) enlarge the Rentable Square Footage of the Premises, or (5) are inconsistent, in Landlord’s judgment, with alterations satisfying Landlord’s standards for new Alterations in the Building. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; evidence of contractor’s and subcontractor’s insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord’s approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant’s use. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. All of Tenant’s Alterations and installation of furnishings shall be coordinated with any work being performed by Landlord and in such manner as to maintain harmonious labor relations and not to damage the Building or the Property or interfere with construction or operation of the Building and other improvements to the Property. Within thirty (30) days after receipt of an invoice from Landlord, Tenant shall
pay to Landlord as a fee for Landlord’s review of any work or plans, as Additional Rent, an amount equal to the sum of: (i) $150.00 per hour, plus (ii) third party expenses incurred by Landlord to review Tenant’s plans and Tenant’s work. Upon completion, Tenant shall furnish “as-built” plans, completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Further, Tenant acknowledges that Tenant is acting for its own benefit and account, and that Tenant shall not be acting as Landlord’s agent in performing any work in the Premises, accordingly, no contractor, subcontractor or supplier shall have a right to lien Landlord’s interest in the Property in connection with any work. All Alterations shall be part of the Building unless and until Landlord shall specify the same for removal pursuant to Article VIII.

X. Use of Electrical Services by Tenant.

A. Electricity used by Tenant in the Premises shall, at Landlord’s option, be paid for by Tenant either: (1) through inclusion in Expenses (except as provided in Section X.B. for excess usage); (2) by a separate charge payable by Tenant to Landlord within 30 days after billing by Landlord; or (3) by separate charge billed by the applicable utility company and payable directly by Tenant. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges. Landlord shall have the exclusive right to select any company providing electrical service to the Premises, to aggregate the electrical service for the Property and Premises with other buildings, to purchase electricity through a broker and/or buyers group and to change the providers and manner of purchasing electricity. Landlord shall be entitled to receive a fee (if permitted by Law) for the selection of utility companies and the negotiation and administration of contracts for electricity, provided that the amount of such fee shall not exceed 50% of any savings obtained by Landlord.

B. Tenant’s use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Normal Business Hours or overall load, that which Landlord deems to be standard for the Building. If Tenant requests permission to consume excess electrical service, Landlord may refuse to consent or may condition consent upon conditions that Landlord reasonably elects (including, without limitation, the installation of utility service upgrades, meters, submeters, air handlers or cooling units), and the additional usage (to the extent permitted by Law), installation and maintenance costs shall be paid by Tenant. Landlord shall have the right to separately meter electrical usage for the Premises and to measure electrical usage by survey or other commonly accepted methods.

XI. Entry by Landlord.

Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants’ premises. Except in emergencies or to provide janitorial and other Building
services after Normal Business Hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be given orally. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Normal Business Hours. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

XII. Assignment and Subletting.

A. Except in connection with a Permitted Transfer (defined in Section XII.E. below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a “Transfer”) without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not elect to exercise its termination rights under Section XII.B below. Without limitation, it is agreed that Landlord’s consent shall not be considered unreasonably withheld if: (1) the proposed transferee’s financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) the proposed assignee or subtenant is a tenant in the Building or elsewhere on the Site or is in active negotiation with Landlord for premises in the Building; (3) the proposed transferee’s business is not suitable for the Building considering the business of the other tenants and the Building’s prestige, or would result in a violation of another tenant’s rights; (4) the proposed transferee is a governmental agency or occupant of the Building; (5) Tenant is in default after the expiration of the notice and cure periods in this Lease; (6) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (7) the proposed rent and other charges to be payable by the proposed assignee or subtenant are less than the market rent and other charges for office space for properties of a similar character in the same market as the Building; or (8) due to the identity or business of a proposed assignee or subtenant, such approval would cause Landlord to be in violation of any covenant or restriction contained in another lease or other agreement affecting space in the Building or elsewhere in the Property. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant’s sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Article shall, at Landlord’s option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord’s rights to approve any subsequent Transfers.

B. As part of its request for Landlord’s consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 30 days of its receipt of the required information and documentation, either: (1) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or (2) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is
proposing to assign or sublet. Any such termination shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord a review fee of $1,000.00 for Landlord’s review of any Permitted Transfer or requested Transfer, provided if Landlord’s actual reasonable costs and expenses (including reasonable attorney’s fees) exceed $1,000.00, Tenant shall reimburse Landlord for its actual reasonable costs and expenses in lieu of a fixed review fee.

C. Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord’s share of any excess within 30 days after Tenant’s receipt of such excess consideration. Tenant may deduct from the excess the reasonable costs of Tenant incurred in such subleasing or assignment (the definition of which shall be limited to brokerage commissions and alteration allowances, in each case actually paid), as set forth in a statement certified by an appropriate officer of Tenant and delivered to Landlord within thirty (30) days of the full execution of the sublease or assignment document, amortized over the term of the sublease or assignment. If Tenant is in Monetary Default (defined in Section XIX.A. below), Landlord shall be entitled to 100% of such excess consideration (after the deduction of Tenant’s reasonable costs as aforesaid).

D. Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed.

E. Tenant may assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization without the consent of Landlord, provided that all of the following conditions are satisfied (a “Permitted Transfer”): (1) Tenant is not in default under this Lease; (2) Tenant’s successor shall own all or substantially all of the assets of Tenant; (3) Tenant’s successor shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (4) the Permitted Use does not allow the Premises to be used for retail purposes; and (5) Tenant shall give Landlord written notice at least 30 days prior to the effective date of the proposed purchase, merger, consolidation or reorganization. Tenant’s notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant’s successor shall sign a commercially reasonable form of assumption agreement.

F. No assignment or subletting shall relieve the Tenant named herein of any of the obligations of the Tenant hereunder and Tenant shall remain fully and primarily liable therefor and the liability of Tenant and such assignee (or subtenant, as the case may be)
shall be joint and several. Further, and notwithstanding the foregoing, the provisions hereof shall not constitute a recognition of the sublease or the subtenant thereunder, as the case may be, and at Landlord’s option, upon the termination or expiration of the Lease (whether such termination is based upon a cause beyond Tenant’s control, a default of Tenant, the agreement of Tenant and Landlord or any other reason), the sublease shall be terminated.

G. Without limiting Tenant’s obligations under Article IX, Tenant shall be responsible, at Tenant’s sole cost and expense, for performing all work necessary to comply with Laws in connection with any assignment or subletting hereunder including, without limitation, any work in connection with such assignment or subletting.

XIII. Liens.

Tenant shall not permit mechanic’s or other liens to be placed upon the Property, Premises or Tenant’s leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant. If a lien is so placed, Tenant shall, within 10 days of notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien Law. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys’ fees (if and to the extent permitted by Law) within 30 days after receipt of an invoice from Landlord.

XIV. Indemnity and Waiver of Claims.

A. Subject to the terms of Article XVI and except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) (defined in Article XXVI) and agents (“Landlord Related Parties”) harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys’ fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises during the Term or any negligence or willful misconduct of Tenant, the Tenant Related Parties (defined below) or any of Tenant’s transferees, contractors or licensees.

B. Subject to the terms of Article XVI and except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties (defined below), Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (“Tenant Related Parties”) harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys’ fees and other
professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with the negligence or willful misconduct of Landlord, the Landlord Related Parties or any of Landlord’s contractors.

C. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant’s business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from any of the following, except to the extent caused by or arising out of the negligence or willful misconduct of Landlord, any of the Landlord Related Parties or anyone else for whom Landlord is legally responsible: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than Landlord or Landlord Related Parties; and (7) any causes not reasonably within the control of Landlord; provided, however, that if Landlord shall be obligated under this Lease to rectify such conditions, Landlord shall proceed with diligence to cure such condition promptly after Landlord becomes aware of the same. Tenant shall insure itself against such losses under Article XV below.

XV. Insurance.

Tenant shall carry and maintain the following insurance (“Tenant’s Insurance”), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of $2,000,000.00; (2) All Risk Property/Business Interruption Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises (“Tenant’s Property”); (3) Workers’ Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; and (4) Employers Liability Coverage of at least $1,000,000.00 per occurrence. Any company writing any of Tenant’s Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Tenant as a named insured and Landlord (or any successor), and other designees of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant’s Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days’ advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant’s Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least 15 days prior to the expiration of the insurance coverage. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value, as reasonably estimated by Landlord. Except as specifically provided to the contrary, the limits of either party’s’ insurance shall not limit such party’s liability under this Lease.
XVI. Subrogation.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, employees and other individuals and entities for whom or which such party is legally responsible, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant’s Property, the Building, the Premises, any additions or improvements to the Building or Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord related parties or the negligence of Tenant or any Tenant related parties, which loss or damage is caused by a peril that could have been covered by the broadest form of property insurance available for such property, whether or not actually procured by waiving party.

XVII. Casualty Damage.

A. If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or a material portion of the Premises is rendered untenable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant. Landlord shall have the right to terminate this Lease if: (1) the Building shall be damaged so that, in Landlord’s reasonable judgment, substantial alteration or reconstruction of the Building shall be required (whether or not the Premises has been damaged); (2) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the casualty; (4) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (5) a material uninsured loss to the Building occurs. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 90 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and the Leasehold Improvements (excluding any Alterations that were performed by Tenant in violation of this Lease). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord. Landlord shall not be liable for any loss or damage to Tenant’s Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

B. If all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor
selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods (“Completion Estimate”). If the Completion Estimate indicates that the Premises cannot be made tenantable within 270 days from the date the repair and restoration is started, then regardless of anything in Section XVII.A above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant’s transferees, contractors or licensees.

XVIII. Condemnation.

Either party may terminate this Lease if the whole or any material part of the Premises shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a “Taking”). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as an office building in a manner comparable to the Building’s use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Building or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant’s Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

XIX. Events of Default.

Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

A. Tenant’s failure to pay when due all or any portion of the Rent within 3 days after the applicable due date (“Monetary Default”).

B. Tenant’s failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant.
C. Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

D. The leasehold estate is taken by process or operation of Law.

E. In the case of any ground floor or retail Tenant, Tenant does not take possession of, or abandons or vacates all or any portion of the Premises.

F. Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord, including, without limitation, any lease or agreement for parking.

XX. Remedies.

A. Upon any default, Landlord shall have the right without notice or demand (except as provided in Article XIX) to pursue any of its rights and remedies at Law or in equity, including any one or more of the following remedies:

1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant’s Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant’s default, whether by Landlord’s inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. “Costs of Reletting” shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

2. Terminate Tenant’s right to possession of the Premises and change the locks, without judicial process, and, in compliance with applicable Law, expel and remove Tenant, Tenant’s Property and any parties occupying all or any part of the Premises. If Landlord terminates Tenant’s possession of the Premises under this Section XX.A.2., Landlord shall have no obligation to post any notice and Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed in the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent,
all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

3. In lieu of calculating damages under Sections XX.A.1 or XX.A.2 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant’s right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term.

B. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus 4%. For purposes hereof, the “Prime Rate” shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

C. If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions in any Article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant, without notice in the event of an emergency, and in any other event only if such default shall continue uncured after (i) notice of such default shall have been given by Landlord to Tenant, and (ii) any applicable grace period for curing same shall have expired. Tenant shall reimburse Landlord, as Additional Rent hereunder, within fifteen (15) days after Landlord’s delivery of a statement therefor for all expenditures made by, or damages or fines sustained or obligations incurred by Landlord including, without limitation, reasonable counsel fees and legal fees in instituting, prosecuting or defending any action or proceedings, due to non-performance or non-compliance with or breach or failure to observe any term, covenant or condition of this Lease upon Tenant’s part to be kept, observed, performed or complied with.

D. If Tenant’s default resulted from the failure of Tenant to repair any damage to the Premises or to the Building, Landlord may elect to make the repair, and Tenant shall, within thirty (30) days after delivery of a bill by Landlord, pay Landlord’s reasonable, actual out-of-pocket costs (plus a five (5%) percent supervisory fee) to make such repairs. If Tenant’s default resulted from the failure of Tenant to remove Tenant’s property from the Demised Premises or the Building at the expiration or sooner termination of this Lease, then Landlord may elect to do so without notice, and Tenant shall, within thirty
(30) days after delivery of a bill by Landlord, pay Landlord’s reasonable, actual out-of-pocket costs (plus a five (5%) percent supervisory fee) to remove such property.

E. Landlord shall not be deemed to be in default of any of its obligations under this Lease unless Tenant has given Landlord written notice of such default, and Landlord has failed to cure such default within 30 days after Landlord receives such notice or such longer period of time as Landlord may reasonably require to cure such default, provided that such efforts have been commenced within such 30 day period and are thereafter diligently prosecuted to completion.

XXI. Limitation of Liability.

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY WHICH SHALL BE DEEMED TO INCLUDE THE RENTS, ISSUES AND PROCEEDS THEREOF. TENANT SHALL LOOK SOLELY TO LANDLORD’S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD-RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN ARTICLE XXVI BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE XXVI BELOW) ON THE PROPERTY, BUILDING OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

B. IN NO EVENT SHALL ANY TRUSTEE, ADVISOR, BENEFICIARY, DIRECTOR, OFFICER, SHAREHOLDER, MEMBER, EMPLOYEE, OWNER, PRINCIPAL OR ANY PARTNER OR OTHER PERSON OR ENTITY COMPRISING TENANT (COLLECTIVELY, THE "TENANT PARTIES"), BE LIABLE FOR THE PERFORMANCE OF TENANT'S OBLIGATIONS UNDER THIS LEASE. LANDLORD SHALL LOOK SOLELY TO TENANT TO ENFORCE TENANT'S OBLIGATIONS HEREUNDER AND SHALL NOT SEEK ANY DAMAGES AGAINST, AND SHALL NOT SEEK TO IMPOSE ANY LIABILITY ON, ANY OF THE TENANT PARTIES. THE LIABILITY OF TENANT FOR TENANT'S OBLIGATIONS UNDER THIS LEASE SHALL NOT EXCEED AND SHALL BE LIMITED TO THE ASSETS OF TENANT. LANDLORD SHALL NOT LOOK TO THE ASSETS OR INCOME OF ANY OF THE TENANT PARTIES IN SEEKING EITHER TO ENFORCE TENANT'S OBLIGATIONS UNDER THIS LEASE OR TO SATISFY A JUDGMENT FOR TENANT'S FAILURE TO PERFORM SUCH OBLIGATIONS AND LANDLORD IRREVOCABLY WAIVES ANY AND ALL RIGHTS THAT LANDLORD OR ITS SUCCESSORS MAY OTHERWISE HAVE AGAINST THE TENANT PARTIES.

C. THE PARTIES AGREE THAT, EXCEPT WITH RESPECT TO LANDLORD'S RIGHTS UNDER ARTICLE XXV, NEITHER PARTY SHALL HAVE THE RIGHT, WHETHER PURSUANT TO ANY OF THE INDEMNIFICATION OR OTHER PROVISIONS OF THIS LEASE OR PURSUANT TO STATUTE, PRECEDENT OR OTHERWISE, TO SUE
FOR OR COLLECT ANY CONSEQUENTIAL DAMAGES FROM THE OTHER PARTY (AND TENANT HEREBY AGREES THAT IT WILL NOT HAVE THE RIGHT TO SUE FOR OR COLLECT ANY CONSEQUENTIAL DAMAGES FROM ANY OTHER LANDLORD PARTIES, AND LANDLORD HEREBY AGREES THAT IT WILL NOT HAVE THE RIGHT TO SUE FOR OR COLLECT ANY CONSEQUENTIAL DAMAGES FROM ANY OTHER TENANT PARTIES), AND LANDLORD AND TENANT EACH HEREBY WAIVE ANY AND ALL SUCH RIGHTS. THE TERM "CONSEQUENTIAL DAMAGES" SHALL MEAN AND INCLUDE CONSEQUENTIAL, INDIRECT AND/OR SPECIAL DAMAGES AND/OR LOST PROFITS, WHETHER PROXIMATELY OR REMOTELY RELATED TO ANY DEFAULT OF LANDLORD OR TENANT UNDER THIS LEASE.

XXII. No Waiver.

Either party’s failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party’s failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant’s keys to the Premises shall not constitute an acceptance or surrender of the Premises.

XXIII. Quiet Enjoyment.

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

XXIV. Relocation.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to reasonably comparable space ("Relocation Space") within the Building or adjacent buildings within the same project upon 60 days’ prior written notice to Tenant. From and after the date of the relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved and the Base Rent and Tenant’s Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant’s reasonable costs for moving Tenant’s furniture and equipment and printing and distributing notices to Tenant’s customers of Tenant’s change of address and one month’s supply of stationery showing the new address.

XXV. Holding Over.

Except for any permitted occupancy by Tenant under Article VIII, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant’s occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial
months during the holdover) equal to 150% of the greater of: (1) the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (2) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant’s holdover and Tenant fails to vacate the Premises within 15 days after Landlord notifies Tenant of Landlord’s inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover.

XXVI. Subordination to Mortgages; Estoppel Certificate.

This Lease shall be subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a “Mortgage”; the party having the benefit of a Mortgage being hereinafter referred to as a “Mortgagee”), provided that the Mortgagee agrees, by a written commercially reasonably instrument reasonably acceptable to Tenant in recordable form, to recognize this Lease. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord’s interest in the Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party’s actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

XXVII. Attorneys’ Fees.

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys’ fees.

XXVIII. Notice.

If a demand, request, approval, consent or notice (collectively referred to as a “notice”) shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party’s respective Notice Address(es) set forth in Article I, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the
Premises, and Tenant has vacated such address) without providing Landlord a new Notice
Address, Landlord may serve notice in any manner described in this Article or in any other
manner permitted by Law. Each notice shall be deemed to have been received or given on the
earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has
vacated the Premises or the other Notice Address of Tenant without providing a new Notice
Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the
manner described above. Either party may, at any time, change its Notice Address by giving the
other party written notice of the new address in the manner described in this Article.

XXIX. Excepted Rights.

This Lease does not grant any rights to light or air over or about the Building. Landlord
excepts and reserves exclusively to itself the use of: (1) roofs, (2) telephone, electrical and
janitorial closets, (3) equipment rooms, Building risers or similar areas that are used by Landlord
for the provision of Building services, (4) rights to the land and improvements below the floor of
the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and
air rights outside the demising walls of the Premises, and (7) the areas within the Premises used
for the installation of utility lines and other installations serving occupants of the Building.
Landlord has the right to change the Building’s name or address. Landlord also has the right to
make such other changes to the Property and Building as Landlord deems appropriate, provided
the changes do not materially affect Tenant’s ability to use the Premises for the Permitted Use.
Landlord shall also have the right (but not the obligation) to temporarily close the Building if
Landlord reasonably determines that there is an imminent danger of significant damage to the
Building or of personal injury to Landlord’s employees or the occupants of the Building. The
circumstances under which Landlord may temporarily close the Building shall include, without
limitation, electrical interruptions, hurricanes and civil disturbances. A closure of the Building
under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an
abatement or reduction of Rent.

XXX. Surrender of Premises.

At the expiration or earlier termination of this Lease or Tenant’s right of possession,
Tenant shall remove Tenant’s Property (defined in Article XV) from the Premises, and quit and
surrender the Premises to Landlord, broom clean, and in good order, condition and repair,
orinary wear and tear excepted. Tenant shall also be required to remove the Required
Removables in accordance with Article VIII. If Tenant fails to remove any of Tenant’s Property
within 2 days after the termination of this Lease or of Tenant’s right to possession, Landlord, at
Tenant’s sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant’s
Property. Landlord shall not be responsible for the value, preservation or safekeeping of
Tenant’s Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges
incurred for Tenant’s Property. In addition, if Tenant fails to remove Tenant’s Property from the
Premises or storage, as the case may be, within 30 days after written notice, Landlord may deem
all or any part of Tenant’s Property to be abandoned, and title to Tenant’s Property shall be
deemed to be immediately vested in Landlord.
XXXI. Miscellaneous.

A. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.

B. Tenant shall not record this Lease or any memorandum without Landlord’s prior written consent.

C. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party (“Force Majeure”). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

F. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord-Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant-Related Parties harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease.

G. Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and
agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

H. Time is of the essence with respect to Tenant’s exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

I. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant’s obligations under Sections IV.A, IV.B., VIII, XIV, XX, XXV and XXX shall survive the expiration or early termination of this Lease.

J. Landlord has delivered a copy of this Lease to Tenant for Tenant’s review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

K. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

L. Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a “business profile” of Tenant and determine Tenant’s ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Building. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.

XXXII. Entire Agreement.

This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents: Exhibit A (Outline and Location of Premises), Exhibit A-1 (Outline and Location of Premises Subject to Rent Abatement During First Six Months of the Term), Exhibit A-2 (Outline and Location of Temporary Premises), Exhibit A-3 (Outline and Location of Refusal Space), Exhibit A-4 (Outline and Location of Offering Space), Exhibit B (Rules and Regulations), Exhibit C (Commencement Letter), Exhibit D (Work Letter Agreement), and Exhibit E (Additional Provisions).
Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD: 100 River Road Investors, LLC**  
a **Delaware limited liability company**

By: ______________________,
    its manager

By: ______________________

Name: ______________________

Title: ______________________

**TENANT: Esquire Associates, LLP**  
a **Delaware limited liability partnership**

By: ______________________

Name: ______________________

Title: ______________________
EXHIBIT A

PREMISES

This Exhibit is attached to and made a part of the Lease dated as of February ____, 2018, by and between 100 River Road Investors, LLC, a Delaware limited liability company (“Landlord”) and Esquire Associates, LLP, a Delaware limited liability partnership (“Tenant”) for space in the Building located at 100 River Road.
EXHIBIT A-1

PREMISES SUBJECT TO RENT ABATEMENT
DURING FIRST SIX MONTHS OF TERM

This Exhibit is attached to and made a part of the Lease dated as of February ______, 2018, by and between 100 River Road Investors, LLC, a Delaware limited liability company (“Landlord”) and Esquire Associates, LLP, a Delaware limited liability partnership (“Tenant”) for space in the Building located at 100 River Road.
EXHIBIT A-2

TEMPORARY PREMISES

This Exhibit is attached to and made a part of the Lease dated as of February ____, 2018, by and between 100 River Road Investors, LLC, a Delaware limited liability company (“Landlord”) and Esquire Associates, LLP, a Delaware limited liability partnership (“Tenant”) for space in the Building located at 100 River Road.
This Exhibit is attached to and made a part of the Lease dated as of February _____, 2018, by and between 100 River Road Investors LLC, a Delaware limited liability company ("Landlord") and Esquire Associates, LLP, a Delaware limited liability partnership ("Tenant") for space in the Building located at 100 River Road.
EXHIBIT A-4

OFFERING SPACE

This Exhibit is attached to and made a part of the Lease dated as of February _____, 2018, by and between 100 River Road Investors, LLC, a Delaware limited liability company (“Landlord”) and Esquire Associates, LLP, a Delaware limited liability partnership (“Tenant”) for space in the Building located at 100 River Road.
EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant’s employees to loiter in Common Areas or elsewhere about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant’s cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.

4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord’s prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant’s cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.

6. All contractors, contractor’s representatives and installation technicians performing work in the Building shall be subject to Landlord’s prior approval and shall be required to comply with Landlord’s standard rules, regulations, policies and procedures, which may be revised from time to time.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways,
lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord’s prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant’s sole expense.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord’s sole opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.

12. No flammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property. Tenant shall not, without Landlord’s prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

14. Tenant shall not take any action which would violate Landlord’s labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord’s or any other tenant’s or occupant’s business or with the rights and privileges of any person lawfully in the Building (“Labor Disruption”). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at
the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the date of the commencement of the Term be extended as a result of the above actions.

15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord’s prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant’s employees, and then only if the operation does not violate the lease of any other tenant in the Building.

17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord’s systems and procedures.

19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord’s sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Tenant shall not canvass, solicit or peddle in or about the Building or the Property.

21. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

22. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
23. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

24. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

25. Tenant shall not take any action to protest the appraised value of the Building for ad valorem tax purposes without Landlord’s express consent.
EXHIBIT C

COMMENCEMENT LETTER

Date: February ____, 2018

_________________
_________________
_________________

Re: Commencement Letter with respect to that certain Lease dated as of February ____, 2018 by and between 100 River Road Investors, LLC, a Delaware limited liability company, as Landlord, and Esquire Associates, LLP, a Delaware limited liability partnership, as Tenant, for 90,000 square feet of Rentable Area on Floors 2 East, 3 East and 3 West of the Buildings located at 100 River Road.

Dear _______________

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is __________________________;
2. The Termination Date of the Lease is __________________________.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely,

_________________

Property Manager

Agreed and Accepted:

Tenant: Esquire Associates, LLP

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
EXHIBIT D

Work Letter

This Work Letter (this “Work Letter”) is between 100 River Road Investors, LLC (“Landlord”) and Esquire Associates, LLP (“Tenant”).

A. This Work Letter is attached to and forms a part of that certain lease dated February ___, 2018 ("Lease"), pursuant to which Landlord has leased to Tenant office space in the Building known as 100 River Road.

B. Pursuant to the terms of the Lease, Landlord is to make certain improvements to ready the Premises for Tenant’s occupancy. This Work Letter sets forth the terms and conditions upon which such improvements will be designed and constructed.

1. Definitions. Capitalized terms used, but not defined, in this Work Letter shall have the meanings given to them in the Lease. In addition, the following terms shall have the following respective meanings:

   a. Tenant’s Representative:

   b. Landlord’s Representative:

   c. Tenant Finish Allowance: $4,500,000.00 (the “Allowance”).

   d. Space Plan: A drawing of the Premises, prepared by Tenant, clearly showing the layout and relationship of all departments and offices, depicting partitions and door locations.

   e. Working Drawings: Construction plans and specifications, prepared by Landlord, for the work shown in the Final Space Plan that are in compliance with the Final Space Plan and all applicable codes and other legal requirements. Such construction plans and specifications shall be complete in form and content and shall contain sufficient information and detail to allow for competitive bidding by contractors.

   f. Construction Schedule: A schedule depicting the relative time frames for various activities related to the construction of the Landlord’s Work in the Premises.

   g. Target Completion Date: The anticipated date for achieving Substantial Completion of the Landlord’s Work, as set forth in the Construction Schedule, which date shall be extended on a day-for-day basis for each day of Tenant Delay and Force Majeure Delay.

   h. Tenant Improvements: Collectively, all work necessary to augment the Base Building consistent with the Approved Working Drawings, including, without limitation, creating the details and partitioning, finished ceilings, walls, floor surfaces, HVAC, lighting, electrical, and fire protection systems, all in accordance with the Approved Working Drawings.
The improvements will NOT include Tenant data or communications wiring, Tenant security alarm systems, personal property items, such as decorator items or services, artwork, plants, furniture, equipment, or other fixtures not permanently affixed to the Premises.

i. **Change Order**: Any change, modification, or addition to the Approved Working Drawings.

j. **Base Building**: Those elements of the core and shell construction that are completed in preparation for the Tenant Improvements to the Premises. Base Building work includes, without limitation, all work that is necessary to make the Premises comply with all applicable legal requirements prior to the installation of the Tenant Improvements, and all work necessary to ensure that all building systems serving the Premises will be in good condition, and fully operational, as of the Rent Commencement Date.

k. **Landlord’s Work**: Collectively, all work necessary to complete the Base Building work and the Tenant Improvement work.

l. **Force Majeure Event**: An unforeseeable event or cause that is beyond the reasonable control of the Landlord (assuming that the Landlord acts as a prudent landlord would act on a project similar to the Landlord’s Work), including by way of example, but not limited to:

   i. acts of God, war, riots, insurrection, terrorism, rebellion, floods, hurricanes, tornadoes, earthquakes, lightning, pandemic, epidemics, and other natural calamities occurring in the immediate vicinity of the Premises (excluding, however, normal and seasonal adverse weather conditions);

   ii. acts or inaction of any government authority that are out of the ordinary course, including by way of example, the declaration of martial law or the declaration of an embargo;

   iii. explosions or fires in the immediate vicinity of the Premises;

   iv. strikes, lockouts, or other labor disputes, but excluding legal strikes, lockouts or work stoppages involving only employees of Landlord or that are directed solely at the Premises;

   v. delays in obtaining goods or services from any contractor or subcontractor caused by the occurrence of any Force Majeure Events;

   vi. provided, however, that an event or cause shall not be a Force Majeure Event unless it: (i) negatively impacts the Landlord’s Work under this Lease, (ii) is not the result of the willful misconduct or negligent act or omission of, or breach of this Lease by, the Landlord (or any Person over whom the Landlord has control), and (iii) cannot be cured, remedied, avoided, offset, or otherwise overcome by the prompt exercise of reasonable diligence by the Landlord (or any Person over whom the Landlord has control). For the avoidance of doubt, the definition of “Force Majeure Event” shall not include, and the Landlord shall not be entitled to equitable relief for, changes such as inflation and interest rates.
2. **Representatives.** Landlord appoints Landlord’s representative to act for Landlord in all matters associated with this Work Letter. Tenant appoints Tenant’s representative to act for Tenant in all matters associated with this Work Letter. All inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Work Letter will be made to Landlord’s representative or Tenant’s representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any employee or agent of Landlord, including, without limitation, Landlord’s architect, engineers, and contractors or any of their agents or employees, with regard to matters associated with this Work Letter. Either party may change its representative under this Work Letter at any time by providing 3 days’ prior written notice to the other party. Notwithstanding any provision of this Work Letter or the Lease to the contrary, Tenant shall not be obligated to pay Landlord any oversight fees or supervisory fees in connection with the Landlord’s Work or any other work performed by Tenant to ready the Premises for Tenant’s initial occupancy.

3. **Cost Responsibilities.**

   a. Landlord will be solely responsible for the cost of all Base Building work. Landlord will also pay up to the amount of the Allowance for the cost of the Tenant Improvements.

   b. Tenant will pay Landlord the amount of Tenant’s Excess Cost in accordance with Section 8.

4. **Landlord’s Approval of Space Plans and Change Orders.** Landlord will not unreasonably withhold its approval of Tenant’s Space Plan or any Change Order requested by Tenant if the work contemplated in Tenant’s Space Plan or Change Order (as the case may be):

   a. Does not exceed or adversely affect the structural integrity of the building, or any part of the heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication, or other systems of the building; and,

   b. Conforms in all material respects to applicable building codes and is otherwise approved by any governmental, quasi-governmental, or utility authority with approval rights over such work.

5. **Preparation of Working Drawings and Cost Estimate.**

   a. Tenant’s architect will expeditiously prepare the Space Plan and forward to Landlord’s architect for review. Landlord will give Tenant written notice whether or not Landlord approves the proposed Space Plan within 10 days after its receipt. If Landlord reasonably objects to the proposed Space Plan, then Landlord’s notice to Tenant will set forth how the proposed Space Plan must be changed in order to overcome Landlord’s reasonable objections. Tenant may resubmit a revised Space Plan to Landlord and it will be treated as though it was the first proposed Space Plan prepared pursuant to this paragraph. Landlord shall specify in its response notice whether the Space Plan includes any materials, finished or installations that are long lead-time items.
b. After Landlord’s approval of the Space Plan (as such Space Plan may be revised by Tenant pursuant to any Change Order in accordance with this Work Letter, the “Final Space Plan”), Landlord will promptly cause to be prepared and provided to Tenant, a reasonably detailed line item budget for the costs of the Tenant Improvements as set forth in the Final Space Plan (the total of such budgeted costs, the “Estimated Construction Cost”), such costs to be reasonably determined by Landlord consistent with then-current market prices for labor and materials, which prices Landlord shall substantiate to Tenant upon request. Within 10 days after Tenant’s receipt of the Estimated Construction Cost, Tenant shall either: (i) authorize Landlord to proceed with the preparation of the Working Drawings, or (ii) provide Landlord with a revised Space Plan, whereupon, such Space Plan shall be subject to the terms of this Section 5.

c. Upon Tenant’s authorization to proceed with the preparation of the Working Drawings, Landlord will cause to be prepared and delivered to Tenant for its approval the Working Drawings. Tenant and its designated representatives shall have the right and opportunity to attend, together with Landlord, all meetings and conferences with Landlord’s architects and engineers during preparation and review of the draft Working Drawings. Landlord shall deliver to Tenant copies of any progress prints, plans, drawings and specifications for the draft Working Drawings promptly upon Landlord’s receipt of same or cause its architects and engineers to deliver the same simultaneously to Landlord and Tenant.

d. Landlord shall cause to be prepared and delivered to Tenant an estimated Construction Schedule for the Landlord’s Work and a draft of the final cost proposal (the “Cost Proposal”) for the Tenant Improvements based on the Working Drawings. If the Cost Proposal (inclusive of the costs of the Working Drawings) is less than the Allowance, then the Cost Proposal will be deemed approved without a required response from the Tenant. If the Cost Proposal is more than the Allowance, then Landlord will so notify Tenant in writing and Tenant will, within 7 business days, either:

   i. Agree in writing to pay the amount (the “Tenant’s Excess Cost”) by which the Cost Proposal exceeds the Allowance; or

   ii. Agree to have the Working Drawings revised by Landlord’s architect in a manner reasonably acceptable to Tenant in order to assure that the Cost Proposal either:

      (1) is not more than the Allowance; or

      (2) does not exceed the Allowance by an amount that is more than the amount that Tenant agrees to pay pursuant to clause (i) above.

e. For purposes of this Work Letter, the “Maximum Approved Cost” shall mean either: (i) the Cost Proposal if it is less than the Allowance, or (ii) if the Cost Proposal exceeds the Allowance, the amount that is approved by Tenant as the Tenant’s Excess Cost.

f. Tenant shall not unreasonably withhold its approval of the Working Drawings or the Construction Schedule. The Working Drawings approved by Tenant are referred to herein as the “Approved Working Drawings” and the Construction Schedule approved by Tenant is referred to herein as the “Approved Construction Schedule.”
For Instructional Purposes Only

6. **Bidding; Construction Contract for Tenant Improvements Work.** Promptly following approval by Tenant of the Working Drawings, the Construction Schedule and the Maximum Approved Cost, Landlord will obtain bids to perform the Tenant Improvement work from a minimum of three (3) general contractors selected by Landlord and approved by Tenant. Tenant shall have the right to approve Landlord’s request for bids, which shall require bids to be based upon a guaranteed maximum price contract or another fee structure approved by Tenant. Landlord shall promptly provide Tenant with a copy of each bid upon receipt. Tenant shall have the right to select the general contractor from those firms that submit bids. Tenant shall have the right to approve (i) the general contractor’s fee amount, (ii) the type of construction contract, (iii) the definition of general conditions work and the cost of general conditions work, (iv) mark-ups for change orders, and (v) other material terms of the general contractor’s engagement. Unless otherwise approved by Tenant, Landlord shall enter into a guaranteed maximum price contract with the contractor selected by Tenant for the completion of the Tenant Improvements in accordance with the Approved Working Drawings and the Approved Schedule and for a guaranteed maximum price not in excess of the Maximum Approved Cost.

7. **Permitting and Construction of Tenant Improvements.**

   a. Promptly following approval by Tenant of the Working Drawings, the Construction Schedule and the Maximum Approved Cost, Landlord will cause application to be made to the appropriate governmental authorities for necessary approvals and building permits. Upon receipt of the necessary approvals and permits, Landlord will cause construction of the Tenant Improvements to commence.

   b. Tenant and its designated representatives shall also have the right and opportunity to attend all job meetings with Landlord’s contractor during construction of the Landlord’s Work.

   c. Landlord will cause the Landlord’s Work to be completed in a good and workmanlike manner, employing materials of good quality, and in compliance with the Approved Working Drawings, the Approved Construction Schedule and all applicable Laws. Landlord will cause the Tenant Improvements to be completed at a cost not to exceed the Approved Maximum Cost, subject to any increase caused solely by a Change Order requested by Tenant. Any excess Allowance funds shall be made available to Tenant for Tenant’s purchase and/or installation of telephone and other communication equipment/systems (i.e., Landlord shall have no responsibility for any such purchase or installations).

8. **Payment by Tenant.** The Tenant’s Excess Cost will be billed by Landlord to Tenant proportionately (based upon the ratio that the amount of the Tenant’s Excess Cost bears to the Maximum Approved Cost), as the Tenant Improvement work proceeds, and Tenant agrees to pay the same within 10 business days following delivery of each such invoice accompanied by reasonably sufficient supporting documentation.

9. **Change Orders.** Tenant may authorize changes to the Tenant Improvements during construction only by written instructions to Landlord’s representative on a form reasonably approved by Landlord. All such changes will be subject to Landlord’s prior written approval in accordance with Section 5. Prior to commencing any change, Landlord will prepare and deliver
to Tenant, for Tenant’s approval, a Change Order setting forth the total cost of such change, which will include associated architectural, engineering, construction contractor’s costs and fees, and completion schedule changes. If Tenant fails to approve such Change Order within 5 business days after delivery by Landlord, Tenant will be deemed to have withdrawn the proposed change and Landlord will not proceed to perform the change. Upon Landlord’s receipt of Tenant’s approval, Landlord will proceed with the change in accordance with the approved Change Order.

10. **Substantial Completion.**

   a. The Landlord’s Work shall be deemed to be “Substantially Complete” on the date when the Landlord has completed the Landlord’s Work, except for the Punch-List Items (as hereinafter defined), in accordance with the terms of this Work Letter and the Lease. As used herein, the “Punch List Items” shall mean minor or insubstantial details of construction or mechanical adjustments that (i) will not interfere with Tenant’s conduct of business at the Premises, (ii) can be completed within 30 days after the date of Substantial Completion without causing interference with Tenant’s use and occupancy of the Premises, and (iii) are set forth in a written punch-list approved by Landlord and Tenant.

   b. When Landlord believes that the Landlord’s Work is Substantially Complete, it shall notify Tenant thereof in writing and Tenant will conduct a walk-through inspection of the Premises with Landlord to determine if the Landlord’s Work is Substantially Complete and if so, to prepare a list of Punch-List Items.

11. **Delay.**

   a. For purposes of this Work Letter and the Lease, a “Tenant Delay” shall be defined as any delay that actually results in a delay in the Landlord’s having the Landlord’s Work Substantially Complete to the extent that such actual delay is caused by:

      i. Tenant’s failure to provide Landlord with the Space Plan on or before ________;

      ii. Change Orders requested by Tenant, except to the extent the applicable changes are required by Legal Requirements or previously approved modifications to the Approved Working Drawings;

      iii. Delays in obtaining long lead-time items identified by Landlord in connection with its approval of Tenant’s Space Plan; or

      iv. Tenant’s failure to approve any item requiring Tenant’s approval within an applicable time period expressly set forth in this Work Letter.

   b. The Landlord shall not be entitled to claim a Tenant Delay unless the Tenant is given written notice thereof within five (5) days after the date of the act or omission giving rise to the alleged delay.
c. For purposes of this Work Letter and the Lease, a “Force Majeure Delay” shall be defined as any delay that actually results in a delay in the Landlord’s having the Landlord’s Work Substantially Complete to the extent that such actual delay is caused by a Force Majeure Condition (as hereinafter defined). If the Landlord believes that a Force Majeure Event has occurred, then the Landlord shall: (1) within five (5) Business Days of the later of the onset of the event or the date the Landlord first recognized the Force Majeure Event (or reasonably should have recognized such Force Majeure Event if the event would have been known to a prudent contractor properly overseeing and supervising the work on a project similar to the Landlord’s Work) give preliminary notice of such event to the Tenant, (2) within ten (10) Business Days thereafter provide the Tenant with a written (i) estimate of the estimated extent of such delay, (ii) description of the efforts the Landlord has and will be undertaking to minimize, work around and recover from delays and added costs caused by such event, and (iii) estimate of the anticipated cost impacts of such Force Majeure Event, (3) thereafter periodically update the Tenant regarding the extent and cost of such delay as such cost and time impacts become known and finalized, and (4) exercise good faith efforts using its professional expertise and abilities to avoid and to minimize the impact of such Force Majeure Event on the Landlord’s Work. The occurrence of a Force Majeure Event and Landlord’s satisfaction of subsections (1) through (4) hereof shall constitute a “Force Majeure Condition.”

12. **Construction Warranty.** Tenant’s taking possession of the Premises on or after the Term Commencement Date shall be conclusive evidence, as against Tenant, that Landlord’s Work has been completed in substantial accordance with the Approved Working Drawings when Tenant took possession, except for: (i) Punch List Items and (ii) any claims of breach of Landlord’s warranty set forth below in this Section 12. Landlord shall use commercially reasonable efforts to complete the Punch List Items within 30 days after the date of Substantial Completion. Landlord warrants to Tenant that Landlord’s Work shall be performed: (w) in a good and workmanlike manner, (x) free from defects in workmanship and materials, (y) in compliance with all applicable Laws, and (z) substantially in accordance with the Approved Working Drawings. Tenant shall be deemed to have waived any claim under such warranty except for: (1) such matters, other than latent defects, of which Tenant advises Landlord in writing on or before the first anniversary of the Term Commencement Date, and (2) latent defects; provided, however, that the foregoing shall not be construed to release or discharge Landlord from any of its other obligations or liabilities under the Lease. Tenant shall be entitled to the benefit of any warranties provided by third party contractors and material and equipment suppliers applicable to any repairs for which Tenant is responsible under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Exhibit as of the date first written above.
LANDLORD: 100 River Road Investors, LLC, a Delaware limited liability company

By: ___________________________,
a___________, its manager

By:_____________________________

Name:__________________________

Title:____________________________

TENANT: Esquire Associates, LLP, a Delaware limited liability partnership

By: ______________________________

Name:____________________________

Title:____________________________
EXHIBIT E

ADDITIONAL PROVISIONS

This Exhibit is attached to and made a part of the Lease dated as of February _______, 2018, by and between 100 River Road Investors, LLC, a Delaware limited liability company (“Landlord”) and Esquire Associates, LLP, a Delaware limited liability partnership (“Tenant”) for space in the Building located at 100 River Road.

I. Parking.

A. Landlord shall make available to Tenant, provided Tenant is not in default under this Lease, throughout the Term _______ (____) parking permits (the “Permits”) to allow access to the parking garage located at the Property (the “Building Garage”) which is used in connection with the operation of the Building. All of said _______ (____) Permits granted to Tenant shall be standard unreserved permits. In consideration therefor, Tenant will pay to Landlord as Additional Rent and with each installment of Base Rent due under the Lease, the Parking Charge (hereinafter defined) hereinafter provided. The Permits shall only be valid between the hours of 5:00 a.m. and 11:00 p.m. daily and between the hours of 5:00 a.m. and 11:00 p.m. on Saturdays, Sundays, and Holidays. Except with respect to any limited reserved parking that Landlord may establish at Tenant’s request, and for which Landlord may increase the Parking Charge, all tenant parking in the Building Garage will be on a non-reserved, first-come, first-serve basis. Landlord may elect to establish parking zones in the Building Garage and if Landlord so elects, the Permits may be issued to specifically identified vehicles and the Parking Charge may relate to specified zones as determined by Landlord. If Landlord implements a system whereby only specifically identified vehicles are granted Permits, other vehicles shall not be permitted to use the Building Garage without the Landlord’s prior written consent. Landlord reserves the right upon written notice posted in the Building Garage, to change the parking system for the Building Garage to provide special requirements for weekend, holiday or after hours usage and to temporarily close the Building Garage, or portions thereof to make such repairs or alterations as Landlord may deem appropriate.

B. In consideration for the Permits, Tenant covenants and agrees to pay to Landlord during the Term, as Additional Rent thereunder, a parking charge (the “Parking Charge”) equal to the sum of $_______ per month plus applicable sales tax for each Permit issued to Tenant, and such Parking Charge shall be paid monthly in advance as hereinabove provided. A pro rata portion of such Parking Charge shall be payable for the (i) first partial calendar month of the Term in the event the Commencement Date occurs on a date other than the first day of a calendar month, and (ii) or the last partial calendar month of the Term in the event the term hereof expires on a date other than the last day of a calendar month. Tenant’s obligation to pay the Parking Charge shall be considered an obligation to pay Rent for all purposes thereunder and shall be secured in like manner as is Tenant’s obligation to pay Rent. Default in the payment of such Parking Charge shall
be deemed to be a default in the payment of Rent. As additional consideration for the aforesaid Permits, Tenant hereby waives on behalf of itself all claims, whether based on negligence or other grounds, against Landlord, its agents and employees arising out of any loss or damage to automobiles or other property while located in the Building Garage, or arising out of any personal injuries sustained in connection with the use of said Building Garage.

C. The failure to timely pay the Parking Charge specified above, or to comply with the rules and regulations governing the use of the Building Garage, including but not limited to the rules establishing time limits on the use of said Permits, shall entitle Landlord, in addition to any other remedies provided hereunder, to tow any vehicles which are in violation of said rules and regulations from the Building Garage at the sole cost and expense of Tenant and without liability for damages resulting therefrom.

D. In the event Tenant desires to lease additional permits for unreserved parking spaces from Landlord, then subject to the availability of such spaces which determination shall be made at Landlord’s sole discretion, Tenant shall be entitled to lease additional permits for unreserved spaces in or on the roof of the Building Garage on a month-to-month basis during initial Term at a monthly charge of $_______ per permit, plus applicable sales tax.

II. Right of First Refusal.

A. Tenant shall have the continuing right of first refusal to lease any space from time to time coming available in the Building due to the expiration or termination of a lease (each a “Refusal Space”), which right of first refusal shall be exercised as follows: when Landlord has a prospective tenant, including the existing tenant of the Refusal Space (it being understood and agreed that Landlord shall not without Tenant’s prior written consent amend any lease after it has been originally executed so as to alter or affect any extension or expansion rights for the subject existing tenant) (“Prospect”) interested in leasing the Refusal Space, Landlord shall advise Tenant (the “Advice”) of the Base Rent and other commercially reasonable and typical market terms under which Landlord has a binding agreement (subject only to Tenant’s waiver of or failure to exercise its rights under this Section) to lease the Refusal Space to such Prospect, which Advice shall include a copy of such agreement and Tenant may lease the Refusal Space, at such rent and under such other commercially reasonable and typical market terms, by providing Landlord with written notice of exercise (“Notice of Exercise”) within fifteen (15) business days after the date of receipt of the Advice, except that Tenant shall have no such Right of First Refusal and Landlord need not provide Tenant with an Advice if:

1. Tenant is in default beyond applicable cure period(s) after notice under the Lease at the time of Tenant’s Notice of Exercise; or

2. Tenant has exercised an Acceleration Option within one year prior to the time Landlord would otherwise provide Tenant with an Advice.
B. The term for the Refusal Space shall commence upon the later of the commencement date stated in the Advice and ninety (90) days after the date Tenant gives its Notice of Exercise and thereupon such Refusal Space shall be considered a part of the Premises, provided that Base Rent and other commercially reasonable and typical market terms stated in the Advice shall govern Tenant's leasing of the Refusal Space for the balance of the Term of this Lease and any extensions and to the extent that they do not conflict with the Advice, the terms and conditions of this Lease shall apply to the Refusal Space. The Refusal Space (including improvements and personalty, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the date Tenant gives its Notice of Exercise, unless the Advice specifies work to be performed by Landlord in the Refusal Space, in which case Landlord shall perform such work in the Refusal Space and the commencement date for the Refusal Space shall not be deemed to have occurred until such work is substantially complete.

C. The rights of Tenant hereunder with respect to any Refusal Space shall terminate on Tenant's failure to exercise its Right of First Refusal within the fifteen (15) day period provided in Paragraph A above.

D. 1. If Tenant exercises its Right of First Refusal, Landlord shall prepare a draft amendment (the “Refusal Space Amendment”) adding the Refusal Space to the Premises at the rent and on the other commercially reasonable and typical market terms set forth in the Advice and reflecting the changes in the Base Rent, Rentable Area of the Premises, Tenant's Pro Rata Share and other affected terms and making no other changes to this Lease.

2. A draft of the Refusal Space Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Notice of Exercise, and the parties shall negotiate the same in good faith, but the failure or refusal by either party to execute and deliver the Refusal Space Amendment shall not affect an otherwise valid Notice of Exercise.

E. Notwithstanding anything herein to the contrary, Tenant's Right of First Refusal is subject and subordinate to the existing expansion rights (whether such rights are designated as a right or first offer, right of first refusal, expansion option or otherwise) of any tenant of the Property under its lease as existing on the date hereof.

F. Notwithstanding anything herein to the contrary, if Tenant does not timely give a Notice of Exercise as to any Refusal Space, but Landlord has not, within nine (9) months after the date of the Advice, entered into a binding and effective lease of the entire Refusal Space to the Prospect upon terms and conditions no more favorable to a tenant than were contained in the Advice, Landlord shall not lease any of the Refusal Space, to the Prospect or otherwise, without again giving tenant an Advice and its first refusal rights under this Section.
III. **Right of First Offer.**

A. Tenant shall have the continuing right of first offer to lease any space from time to time coming available in the Building due to the expiration or termination of a lease (the “Offering Space”), which Right of First Offer shall be exercised as follows: at any time after an existing tenant fails to timely exercise its option, if any, to extend or renew the term of its lease for the Offering Space in strict compliance with the applicable provisions of its rights under its lease as originally executed (or as amended after compliance with this Section) or, if Tenant has no such option, after such lease has expired, Landlord shall advise Tenant (the “Advice”) of the availability of the Offering Space to Tenant for the remainder of the Term of this Lease and any extensions at a Base Rent equal to the Prevailing Market (hereinafter defined) rate for such Offering Space. Tenant may lease such Offering Space in its entirety only, under such terms, by delivering written notice of exercise to Landlord ("Notice of Exercise") within fifteen (15) business days after the date of receipt of the Advice, except that Tenant shall have no such Right of First Offer and Landlord need not provide Tenant with an Advice, if:

1. Tenant is in default beyond applicable cure periods after notice under the Lease at the time of Tenant’s Notice of Exercise; or
2. Tenant has exercised an Acceleration Option within one (1) year prior to the time Landlord would otherwise provide Tenant with an Advice.

B. 1. The term for the Offering Space shall commence upon the later of ninety (90) days after the date Tenant gives its Notice of Exercise and the commencement date stated in the Advice and thereupon such Offering Space shall be considered a part of the Premises, provided that, except for Base Rent for the Offering Space, all of the terms and conditions of this Lease shall apply to the Offering Space.

2. Notwithstanding the foregoing, in the event an Advice is delivered within the first eighteen (18) months of the Term of this Lease, the Base Rent, Additional Rent and the tenant improvement allowance for the Offering Space shall be at the same rates and on the same terms as the original Premises, provided that the Allowance shall be pro-rated based on the number of full calendar months remaining in Term as of the date Rent commences with respect to the Offering Space.

3. The Offering Space (including improvements and personality, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the date Tenant gives its Notice of Exercise, unless the Advice specifies any work to be performed by Landlord in the Offering Space, in which case Landlord shall perform such work in the Offering Space and the commencement date for the Offering Space shall not be deemed to have occurred until such work is substantially complete.
C. The rights of Tenant hereunder with respect to the Offering Space shall terminate on Tenant's failure to exercise its Right of First Offer within the fifteen (15) business day period provided in paragraph A above.

D. 1. If Tenant exercises its Right of First Offer, Landlord shall prepare a draft amendment (the “Offering Amendment”) adding the Offering Space to the Premises and reflecting the changes in the Base Rent, Rentable Area of the Premises, Tenant's Pro Rata Share and other appropriate terms and making no other changes to this Lease. If the parties are unable to agree on the Base Rent for such Offering Space, the matter shall be resolved [by arbitration] [in the same manner as set forth in the extension provision].

2. A draft of the Offering Amendment shall be sent to Tenant within a reasonable time after receipt of the Notice of Exercise executed by Tenant, and the parties shall negotiate the same in good faith, but the failure or refusal by either party to execute and deliver the Offering Amendment shall not affect an otherwise valid Notice of Exercise.

E. For Purposes hereof, Prevailing Market rate shall mean the annual rental rate per square foot for space comparable to the Offering Space in the Building and other buildings comparable to the Building in the area under leases being entered into at or about the time that Prevailing Market is being determined, giving appropriate consideration to all relevant factors, including without limitation, tenant concessions, brokerage commissions, tenant improvement allowances, the method of allocating Expenses and Taxes and the other terms and provisions of this Lease.

F. Notwithstanding anything herein to the contrary, Tenant's Right of First Offer is subject and subordinate to the existing expansion rights (whether such rights are designated as a right or first offer, right of first refusal, expansion option or otherwise) of any tenant of the Property under its lease as existing on the date hereof.

G. Notwithstanding anything herein to the contrary, if Tenant does not timely give a Notice of Exercise with respect to any Offering Space, but Landlord has not entered into a binding and effective lease of the entire Offering Space to a single tenant within nine (9) months after the Advice, Landlord shall not lease any of such Offering Space without again giving Tenant an Advice and its first offer rights under this section.

IV. Acceleration Option.

A. Tenant shall have the right from time to time to accelerate the Termination Date (“Acceleration Option”) of the Lease for portions of the Premises from the Termination Date to a date (the “Accelerated Expiration Date”) that is at least six (6) months after the Acceleration Notice (as hereinafter defined), if:

1. Tenant is not in default under the Lease at the date Tenant provides Landlord with an Acceleration Notice (as hereinafter defined), and
2. no part of the Premises that is subject to an Acceleration Notice is sublet for a term extending past the Accelerated Expiration Date; and

3. Tenant has not exercised an Acceleration Option in the immediately preceding one year period and the current Acceleration Notice applies to not more than twenty-five percent (25%) of the original Premises or the then Premises, whichever is greater; and

4. Landlord receives notice of acceleration (“Acceleration Notice”) not less than six (6) months prior to the Accelerated Expiration Date specified in the Acceleration Notice.

B. If Tenant exercises an Acceleration Option, Tenant, simultaneously with delivery of the Acceleration Notice, shall pay to Landlord, as to the portion of the Premises that is the subject of such Acceleration Notice, the sum of three (3) months of Base Rent and Additional Rent which would have been payable during the three (3) months following the Accelerated Expiration Date but for Tenant's exercise of such Acceleration Option (the “Acceleration Fee”) as a fee in connection with the acceleration of the Termination Date and not as a penalty, provided that the Acceleration Fee shall be increased by an amount equal to the unamortized portion (determined on a straight line basis) of any concessions, commissions, allowances or other expenses originally incurred by Landlord as to the portion of the Premises that is the subject of such Acceleration Notice. Tenant shall remain liable for all Base Rent, Additional Rent and other sums due under the Lease as to such portion of the Premises up to and including the Accelerated Expiration Date even though billings for such may occur subsequent to the Accelerated Expiration Date.

C. If Tenant, subsequent to providing Landlord with an Acceleration Notice and prior to the applicable Accelerated Expiration Date, defaults beyond applicable cure periods after notice in any of the provisions of this Lease (including, without limitation, a failure to pay any installment of the Acceleration Fee due hereunder), Landlord, at its option, may (i) declare Tenant's exercise of the Acceleration Option to be null and void, and any Acceleration Fee paid to Landlord shall be returned to Tenant, after first applying such Acceleration Fee against any past due Rent under the Lease, or (ii) continue to honor Tenant’s exercise of its Acceleration Option, in which case, Tenant shall remain liable for the payment of the Acceleration Fee and for all Base Rent, Additional Rent and other sums due under the Lease up to and including the Accelerated Expiration Date even though billings for such may occur subsequent to the Accelerated Expiration Date. If an Acceleration Notice is timely and properly given and the Acceleration Fee paid, this Lease shall terminate and expire as to the portion of the Premises that is the subject of such Acceleration Notice with the same effect as if the Accelerated Expiration Date were the date originally specified herein as the Termination Date for such portion.
V. Extension Option

A. Tenant shall have the right to extend the Term hereof upon all the same terms, conditions, covenants and agreements herein contained (except for the Annual Fixed Rent which shall be adjusted during the option period as hereinbelow set forth) for two (2) periods of five (5) years as hereinafter set forth. Each option to extend the Lease Term is sometimes herein referred to as an “Extension Option” and each option period is sometimes herein referred to as the “Extended Term”.

B. If Tenant desires to exercise said option to extend the Term, then Tenant shall give notice exercising such option to extend (the “Exercise Notice”) to Landlord, not later than six (6) months prior to the expiration of the then-current Term of this Lease. Within ten (10) days after Landlord’s receipt of the Exercise Notice, Landlord shall provide Landlord’s quotation to Tenant of a proposed Annual Fixed Rent for the Premises for the applicable Extended Term (“Landlord's Rent Quotation”). If at the expiration of thirty (30) days after the date when Landlord provides such quotation to Tenant (the “Negotiation Period”), Landlord and Tenant have not reached agreement on a determination of an Annual Fixed Rent for the Premises for the applicable Extended Term and executed a written instrument extending the Term of this Lease pursuant to such agreement, then Tenant shall have the right, for thirty (30) days following the expiration of the Negotiation Period, to either (x) make a request to Landlord for a broker determination (the "Broker Determination") of the Prevailing Market Rent for such Extended Term, or (y) withdraw the Exercise Notice (in which event this Section V shall be deemed null and void and of no further force or effect, and the Term of this Lease shall expire as of the last day of the then-current Lease Term). Within five (5) business days after the completion of the Broker Determination, Tenant shall provide Landlord with written notice either (x) electing to proceed with the exercise of its extension option, in which event the Annual Fixed Rent for the Premises for the applicable Extended Term shall be ninety-five percent (95%) of the Prevailing Market Rent as determined by the Broker Determination, or (y) withdrawing the Exercise Notice (in which event this Section V shall be deemed null and void and of no further force or effect, and the Term of this Lease shall expire as of the last day of the then-current Lease Term). If Tenant does not timely request the Broker Determination and/or timely elect to proceed with the exercise of its extension option after the completion of the Broker Determination in accordance with the provisions of this subsection (B), and the parties shall not otherwise have agreed during the Negotiation Period upon an Annual Fixed Rent for the applicable Extended Term, the Exercise Notice shall be deemed to have been withdrawn by Tenant.

C. Upon the first to occur of (x) the mutual agreement by Landlord and Tenant during the Negotiation Period on the Annual Fixed Rent to be payable during the applicable Extended Term and execution of a written instrument extending the Term of this Lease pursuant to such mutual agreement or (y) the timely confirmation by Tenant of its exercise of its extension option after the completion of the Broker Determination in accordance with the provisions of subsection (B) above, then this Lease and the Lease Term hereof shall automatically be deemed extended, for the applicable Extended Term, without the necessity for the execution of any additional documents, except that in the case of subsection (y), Landlord and Tenant agree to enter into an instrument in writing.
setting forth the Annual Fixed Rent for the applicable Extended Term as determined in the relevant manner set forth in this Section V; and in such event all references herein to the Lease Term or the term of this Lease shall be construed as referring to the Lease Term, as so extended, unless the context clearly otherwise requires. Notwithstanding anything contained herein to the contrary, in no event shall Tenant have the right to exercise more than one Extension Option at a time and, further, Tenant shall not have the right to exercise its second Extension Option unless it has duly exercised its first Extension Option and in no event shall the Lease Term hereof be extended for more than ten (10) years after the expiration of the Original Lease Term hereof unless otherwise agreed to by the parties.

VI. **Temporary Premises.**

A. During the period beginning on the full and final execution of this Lease by Landlord and Tenant and ending on the day prior to the Commencement Date (the “Temporary Premises Term”), Landlord shall allow Tenant to use the space shown cross-hatched on [Exhibit A-2](#) to the Lease (the “Temporary Premises”) for the Permitted Use. Such Temporary Premises shall be accepted by Tenant in its as-is condition and configuration, it being agreed that Landlord shall be under no obligation to perform any work in the Temporary Premises or to incur any costs in connection with Tenant move in, move out or occupancy of the Temporary Premises. All costs in connection with making the Temporary Premises ready for occupancy by Tenant shall be the sole responsibility of Tenant. Tenant's right to use the Temporary Premises shall be subject to all of the terms and conditions of this Lease, provided that Tenant shall not be required to pay Rent for the Temporary Premises during the Temporary Space Term. However, if the Commencement Date does not occur by the date which is eight (8) weeks after the date of the full and final execution of this Lease by Landlord and Tenant, Tenant shall pay Rent for the Temporary Premises from the date which is eight (8) weeks after the date of the full and final execution of this Lease to the end of the Temporary Premises Term at the rate of $______ per rentable square foot.

[Signature Page to Follow]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Exhibit as of the day and year first above written.

LANDLORD:   100 River Road Investors, LLC
a Delaware limited liability company

By: _______________________________,
a___________________, its manager

By:______________________________

Name:____________________________

Title:____________________________

TENANT:  Esquire Associates, LLP
A Delaware limited liability partnership

By: ________________________________

Name:______________________________

Title:______________________________