

LEASE

BY AND BETWEEN

**CONCORD 1, LLC,
LANDLORD,**

AND

**WESTROCK CP, LLC,
TENANT**

DATED: December 30, 2019

**PROPERTY: 140 CONCORD ROAD
ASTON, PENNSYLVANIA 19013**

LEASE

THIS LEASE is made this ____ day of _____ 2019 between **CONCORD 1, LLC**, a Maryland limited liability company ("**Landlord**") and the Tenant named below.

ARTICLE ONE - BASIC TERMS

Tenant	Westrock CP, LLC, a Delaware limited liability company
Tenant's Notice Address	1000 Abernathy Road Atlanta, Georgia 30328 Attn: General Counsel
Tenant's Billing Address (if different)	Accounting Department 3169 Holcomb Bridge Road. Norcross, Georgia 30071
Landlord's Notice Address	Concord 1, LLC 3283 Dune Drive Avalon, NJ 08202 and , The Flynn Company 1621 Wood Street Philadelphia, PA 19103 Fax No.: 215-561-5025
Landlord's Rent Payment Address	Concord 1, LLC The Flynn Company 1621 Wood Street Philadelphia, PA 19103 Fax No.: 215-561-5025
Guarantor	N/A
Property	The warehouse building located at 140 Concord Road, Aston, Pennsylvania (the " Building "), together with the parking areas, landscaping, walkways and other improvements related to the Building, as described on <u>Exhibit A</u>
Premises	Approximately 44,032, more or less, rentable square feet located at the Building, as shown on <u>Exhibit B</u>
Property Rentable Area	Approximately 71,273, more or less, rentable square feet
Tenant's Pro Rata Share	61.78%

Lease Term Five (5) years and two (2) months, beginning on the Commencement Date and ending on the last day of the 62nd full calendar month thereafter

Commencement Date The Commencement Date as established under Section 2.02 hereof

BASE RENT and MONTHLY INSTALLMENT OF
BASE RENT(Article 3):

Period in Months		Rentable Square Footage	Base Rent Per Square Foot	Base Rent	Monthly Installment of Base Rent
from	through				
1	12	44,032	\$8.35	\$367,667.20	\$30,638.93
13	24	44,032	\$8.56	\$376,913.92	\$31,409.49
25	36	44,032	\$8.77	\$386,160.64	\$32,180.05
37	48	44,032	\$8.99	\$395,847.68	\$32,987.31
49	60	44,032	\$9.21	\$405,534.72	\$33,794.56
61	62	44,032	\$9.44	\$415,662.08	\$34,638.51

Provided that no Event of Default occurs hereunder, Landlord shall abate the first 2 months of Base Rent due hereunder (the “**Rent Abatement**”). There shall be no abatement of any of the Total Operating Costs (as defined in Section 3.02).

Permitted Uses General warehousing, light manufacturing, assembly and distribution of paperboard products.

Landlord’s Work The Landlord’s Work described on **Exhibit E** attached hereto (see Section 9.01)

Brokers The Flynn Company and Colliers International

Parking Spaces Unreserved surface parking spaces based on 1.5 spaces per 1,000 square feet of the Premises

Security Deposit NONE

EXHIBITS

Exhibit A – Property

Exhibit B – Premises

Exhibit C – Commencement Date Memorandum

Exhibit D – Rules and Regulations

Exhibit E – Landlord’s Work

Exhibit E-1- Preliminary Plans for Landlord’s Work

Exhibit F – HVAC Maintenance Work

Exhibit G – Disclosure for Confession of Judgment

Exhibit H – Disclosure of Hazardous Materials

ARTICLE TWO - LEASE TERM

2.01 Lease of Premises for Lease Term. Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term. Any occupancy of the Premises by Tenant prior to the Commencement Date will be subject to all of Tenant's obligations under this Lease (except that Tenant will not be obligated to pay Base Rent during such early occupancy until it commences operations at the Premises).

2.02 Commencement Date; Acceptance of Premises. (a) The Lease Term shall commence on the “**Commencement Date**”, as defined below, and shall end at 11:59 p.m. on the last day of the Lease Term, unless otherwise terminated or extended in accordance with the terms hereof. Each respective period of twelve (12) successive calendar months during the Lease Term or any renewals thereof commencing with the first calendar month of the Lease Term shall be referred to as a “**lease year**”. The first lease year shall include the portion, if any, of the month during which the Commencement Date occurs. Following the Commencement Date, Landlord and Tenant will execute a Commencement Date Memorandum, in the form attached hereto as **Exhibit C**, setting forth the Commencement Date and expiration date of this Lease. Tenant will execute the Commencement Date Memorandum within 30 days following Landlord’s written request.

The “**Commencement Date**” will be the first to occur of: (i) the date on which Landlord or Landlord’s architect gives Tenant notice of substantial completion (as defined below) of the Landlord’s Work (as defined in **Exhibit E** attached hereto); (ii) the date on which Tenant takes occupancy of all or any portion of the Premises for the conduct of its business; or (iii) if Landlord determines that the date of Substantial Completion of the Landlord’s Work is delayed by reason of Tenant Delays (as defined in **Exhibit E** attached hereto), the date on which, in Landlord’s reasonable judgment, the Landlord’s Work would have been substantially completed but for such Tenant Delays.

“**Substantial Completion**” means that: (i) the construction of Landlord’s Work has been substantially completed, subject to the completion of punch list items, so that Tenant can use the Premises for its intended purposes, (ii) the Premises have been approved for occupancy by governmental authorities having jurisdiction, and (iii) Tenant has ready access to the Building and Premises through the access and parking areas at the Building. Landlord shall keep Tenant advised as to its progress with regard to Substantial Completion of the Premises.

(b) Except as may otherwise be expressly provided in **Exhibit E** attached hereto, Tenant shall accept the Premises on the Commencement Date in its “**AS-IS**” condition, subject to all applicable laws, ordinances, regulations, covenants and restrictions, and Landlord shall have no obligation to perform or pay for any repair or other work therein. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant’s business, and Tenant waives any implied warranty that the Premises are suitable for Tenant’s intended purposes. Except as provided in Paragraph 10, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord’s responsibility under Paragraph 10 and any punch list items agreed to in writing by Landlord and Tenant.

ARTICLE THREE - RENT

3.01 Base Rent. Upon execution of this Lease, Tenant shall pay Landlord the first month of Base Rent due hereunder. On the first day of each calendar month during the Lease Term but subject to the Rent Abatement, Tenant will pay to Landlord the Base Rent in equal monthly installments, in lawful

money of the United States, in advance and without offset, deduction prior notice or demand. The Base Rent is payable at Landlord's Rent Payment Address or at such other place or to such other person as Landlord may designate in writing from time to time. Payments of Base Rent for any partial calendar month will be prorated.

3.02 Additional Rent. All sums payable by Tenant under this Lease other than Base Rent are "Additional Rent". The term "Rent" includes both Base Rent and Additional Rent. Landlord will estimate in advance and charge to Tenant the following costs ("**Total Operating Costs**"), which Tenant will pay with the Base Rent on a monthly basis throughout the Occupancy Period (as defined below): (i) all Real Property Taxes for which Tenant is liable under Article 4, (ii) all utility costs (to the extent utilities are not separately metered) for which Tenant is liable under Article 5, (iii) all insurance premiums for which Tenant is liable under Article 6 and (iv) all Operating Expenses for which Tenant is liable under Article 7 of this Lease. Landlord may adjust its estimates of Total Operating Costs at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments will be effective as of the next Rent payment date after notice to Tenant. "**Occupancy Period**" means the period from the time Tenant first enters the Premises, throughout the Lease Term and thereafter as long as Tenant remains in the Premises.

After the end of each calendar year during the Term, Landlord will deliver to Tenant a statement setting forth, in reasonable detail, the Total Operating Costs paid or incurred by Landlord during the preceding calendar year and Tenant's Pro Rata Share of such expenses. If Tenant's total payments of Total Operating Costs for any year are less than Tenant's Pro Rata Share of actual Total Operating Costs for such year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall retain such excess and credit it against Tenant's next payments.

3.03 Tenant's Pro Rata Share. Tenant's Pro Rata Share is calculated by dividing the rentable area of the Premises by the Property Rentable Area, which amounts are agreed to be those stated in Article 1.

3.04 Interest. Any Rent or other amount due to Landlord, if not paid when due, will bear interest from the date due until paid at the rate of 15% per year, but not to exceed the highest rate legally permitted.

3.05 Late Charge. If any installment of Rent or any other sums due from Tenant is not received by Landlord within 5 days following the due date, Tenant will pay to Landlord a late charge equal to 5% of such overdue amount; provided, however, Landlord will not charge any late charge for the first time in each calendar year that such payment is not made within 5 days of the due date if payment is received within 5 days of receipt of notice. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

ARTICLE FOUR - PROPERTY TAXES

4.01 Real Property Taxes. Tenant will pay Tenant's Pro Rata Share of Real Property Taxes allocable to the Occupancy Period. If Landlord receives a refund of any Real Property Taxes with respect to which Tenant has paid Tenant's Pro Rata Share, Landlord will refund to Tenant Tenant's Pro Rata Share of such refund after deducting therefrom all related costs and expenses.

4.02 Definition of "Real Property Taxes". "Real Property Taxes" means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property or any Rent or other sums payable by any tenants or occupants thereof. Real Property Taxes include Landlord's costs and expenses of review and contesting any Real Property Tax. If at any time during the Lease Term the present system of ad valorem taxation of real property is changed so that in

lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, Landlord is assessed a capital levy or other tax on the gross rents received with respect to the Property or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents or any similar substitute tax or levy, then all of such taxes, assessments, levies or charges, to the extent so measured or based, will be deemed to be a Real Property Tax.

4.03 Personal Property Taxes. Tenant will pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory or any other personal property belonging to Tenant. Tenant will use its best efforts to have personal property taxed separately from the Property. If any of Tenant's personal property is taxed with the Property, Tenant will pay Landlord the taxes for such personal property within 15 days after Tenant receives a written statement from Landlord for such personal property taxes.

ARTICLE FIVE - UTILITIES

5.01 Utilities. Tenant will promptly pay, directly to the appropriate supplier, the cost of all natural gas, heat, cooling, energy, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Premises, together with any related installation or connection charges or deposits (collectively, "**Utility Costs**") incurred during the Occupancy Period. Tenant shall make all appropriate applications to the utility companies providing services to the Premises at such times as shall be necessary to insure utilities being available at the Premises not later than the Commencement Date. If any services or utilities are jointly metered with other premises, Landlord will make a reasonable determination of Tenant's proportionate share of such Utility Costs and Tenant will pay such share to Landlord.

ARTICLE SIX - INSURANCE

6.01. Tenant's Insurance. Tenant, at its expense, will maintain the following insurance coverages during the Occupancy Period:

(a) **Liability Insurance.** Commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including contractual liability. Such insurance will name Landlord, its property manager, any mortgagee, and such other parties as Landlord may designate, as additional insureds. The initial amount of such insurance will be Five Million Dollars (\$5,000,000) per occurrence. The liability insurance obtained by Tenant under this Section 6.01 will (i) be primary and (ii) insure Tenant's obligations to Landlord under Section 6.04. The amount and coverage of such insurance will not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease.

(b) **Worker's Compensation Insurance.** Worker's Compensation Insurance in the statutory amount (and Employers' Liability Insurance) covering all employees of Tenant employed or performing services at the Premises, in order to provide the statutory benefits required by the laws of the state in which the Premises are located.

(c) **Automobile Liability Insurance.** Automobile Liability Insurance, including but not limited to, passenger liability, on all owned, non-owned, and hired vehicles used in connection with the Premises, with a combined single limit per occurrence of One Million Dollars (\$1,000,000) for injuries or death of one or more persons or loss or damage to property.

(d) **Personal Property Insurance.** Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "**All Risk Coverage**," as well as against

sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein. If the Premises are not repaired or restored in accordance with this Lease, Landlord will receive any proceeds from the personal property insurance allocable to Tenant's leasehold improvements.

(e) **Other Insurance.** Tenant shall obtain and maintain such other and further insurance with respect to such risks or matters as Landlord may reasonably require from time to time. All of the insurance which Tenant is required to obtain and maintain pursuant to the terms of this Lease shall be in form and content reasonably satisfactory to Landlord, issued by such insurers satisfactory to Landlord, and shall name such parties as Landlord may reasonably require from time to time.

6.02 Landlord's Insurance. During the Lease Term, Landlord will maintain in effect all risk insurance covering loss of or damage to the Property in the amount of its replacement value with such endorsements and deductibles as Landlord determines from time to time. Landlord will have the right to obtain flood, earthquake, and such other insurance as Landlord determines from time to time or is required by any mortgagee of the Property. Landlord will not insure Tenant's fixtures or equipment or building improvements installed or paid by Tenant. Landlord may obtain commercial general liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability with respect to the Premises and the Property. The policy obtained by Landlord will not provide primary insurance, will not be contributory and will be excess over any liability insurance maintained by Tenant. Landlord will also maintain a rental income insurance policy, with loss payable to Landlord. Tenant will pay Landlord Tenant's Pro Rata Share of premiums for the insurance policies maintained by Landlord. Any increase in the cost of Landlord's insurance due to Tenant's use or activities at the Premises will be paid by Tenant to Landlord as Additional Rent.

6.03 General Insurance Provisions.

(a) Any insurance which Tenant is required to maintain under this Lease will include a provision which requires the insurance carrier to give Landlord not less than 30 days' written notice prior to any cancellation or modification of such coverage.

(b) Prior to the earlier of Tenant's entry into the Premises or the Commencement Date, Tenant will deliver to Landlord an insurance company certificate that Tenant maintains the insurance required by Section 6.01 and not less than 30 days prior to the expiration or termination of any such insurance, Tenant will deliver to Landlord renewal certificates therefor. Tenant will provide Landlord with copies of the policies promptly upon request from time to time.

(c) All insurance policies required under this Lease will be with companies approved by Landlord.

(d) Without limiting the provisions of Section 6.04, Landlord and Tenant, on behalf of themselves and their insurers, each hereby waives any and all rights of recovery against the other, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively, "**Representatives**"), for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Article 6. All property insurance carried by either party will contain a waiver of subrogation against the other party to the extent such right was waived by the insured party prior to the occurrence of loss or injury.

6.04 Indemnity. To the fullest extent permitted by law, but except to the extent caused by the gross negligence or willful misconduct of Landlord or as otherwise provided in Article 8 of this Lease, Tenant hereby waives all claims against Landlord and its Representatives (collectively, the “**Indemnitees**”) for damage to any property or injury to or death of any person in, upon or about the Premises or the Property arising at any time and from any cause. Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney’s fees, for damage to any property or injury to or death of any person arising from (i) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors, (ii) the negligence or willful misconduct of Tenant in, upon or about the Property, or (iii) any breach or default by Tenant under this Lease.

ARTICLE SEVEN - OPERATING EXPENSES

7.01 Operating Expenses. Tenant will pay Tenant’s Pro Rata Share of all Operating Expenses allocable to the Occupancy Period. “**Operating Expenses**” means all costs and expenses incurred by Landlord with respect to the ownership, maintenance, operation, repair and replacement of the Property including, but not limited to: maintenance, repair and replacement of the building and common areas, including, but in no way limited to, heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems, paving and parking areas, roads and driveways; maintenance of exterior areas such as gardening and landscaping, snow removal and signage; maintenance and repair of the roof, roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; painting; lighting; cleaning; refuse removal; security; utility services attributable to the Common Areas (as defined below); Property personnel costs; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property; fees for required licenses and permits; and a property management fee (not to exceed three percent (3%) of the gross rents of the Property for the calendar year), and all accounting and administrative costs, expenses and fees. Notwithstanding the foregoing, Operating Expenses do not include (i) debt service under mortgages or ground rent under ground leases; (ii) costs of restoration to the extent of net insurance proceeds received by Landlord with respect thereto; (iii) leasing commissions or the costs of renovating space for tenants; or (iv) any costs or legal fees incurred in connection with any particular tenant. The cost of any repairs or replacements which are classified as capital improvements under generally accepted accounting principles shall be amortized over the useful life of the improvement and included in Operating Expenses only to the extent of the amortized amount of the respective calendar year.

ARTICLE EIGHT- USE OF PREMISES

8.01 Manner of Use. Tenant will use the Premises only for the Permitted Uses. Tenant will not cause or permit the Premises to be used in any way which (i) constitutes a violation of any Legal Requirements (as defined below) or the rules and regulations (the “**Rules and Regulations**”) established by Landlord, a copy of which is attached as Exhibit D, as they may be amended in writing by Landlord, (ii) annoys or interferes with the rights of tenants of the Property, or causes odors, dust, noise or vibration or sound to be emitted from the Premises or (iii) constitutes a nuisance or waste or will invalidate any insurance carried by Landlord. Further, if Tenant’s operations at the Premises create any type of odor, dust, noise or vibration, Tenant, at Landlord’s request, shall be obligated to immediately eliminate the same, at Tenant’s expense. Tenant will obtain and pay for all necessary permits and will promptly take all actions necessary to comply with all applicable Federal, State or local statutes, ordinances, notes, regulations, orders, recorded declarations, covenants and requirements (collectively, “**Legal Requirements**”) regulating the use by Tenant of the Premises, including, without limitation, the Occupational Safety and Health Act and the Americans With Disabilities Act. Any failure by Tenant to procure such a license or permit shall in no way relieve Tenant of its obligations hereunder, including, but not limited to, the payment of Rent.

8.02 Environmental Requirements.

(a) Except for such Hazardous Materials used in the ordinary course or stored on the Premises by Tenant as part of Tenant's operations (but such use and storage shall be in compliance with all Environmental Requirements) (a list of such Hazardous Materials is included as Exhibit H, attached hereto and made a part hereof), Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or store or use any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Requirements, and will obtain, comply with, and properly maintain all permits and licenses, or applications required by Environmental Requirements for its operations on the Premises. The term "Environmental Requirements" means all applicable statutes, regulations, ordinances, rules, codes, or other similar enactments of any governmental authority of agency, and any applicable judicial, administrative or regulatory decrees, judgments, orders, regulating or relating to any Hazardous Materials or pertaining to health, safety, industrial hygiene, or the environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Air Act; the Federal Water Pollution Control Act; the Federal Hazardous Materials Transportation Act; and all state and local counterparts, supplements or additions thereto, and any regulations promulgated or issued thereunder. The term "Hazardous Materials" means and includes petroleum (as defined in CERCLA), asbestos and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements.

(b) Tenant shall indemnify, defend, and hold Landlord and its partners, officers, directors, agents and employees harmless from and against any and all losses, claims, demands, actions, suits, damages, fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses (including, without limitation, reasonable consultant fees, attorneys' fees, or expert fees) which are brought or recoverable against, or suffered or incurred by Landlord or such parties as a result of any breach of the obligations under this Section 8.02 or noncompliance with any Environmental Requirement by Tenant, its agents, employees, contractors, subtenants, or invitees, regardless of whether Tenant had knowledge of such noncompliance. The indemnification and hold harmless obligations of Tenant shall survive the expiration or any termination of this Lease and shall constitute Landlord's sole and exclusive indemnity rights against Tenant with respect to any environmental matters, including matters arising under any Environmental Requirements.

The Landlord represents and warrants to the Tenant that, to the best of the Landlord's knowledge (i) no Hazardous Materials exist on the Premises; (ii) there is no current violation of the applicable Environmental Requirements with respect to the Premises, or the property on which they are located; (iii) none of the following are present in, on, under or about the Premises, or the property on which they are located: (a) asbestos or asbestos-containing materials, (b) lead-based paint, (c) underground storage tanks, or (d) mildew, fungus, mold, bacteria and/or other organic spore material; and (iv) there is no condition in, on, under or about the Premises that would present a vapor intrusion or other indoor air quality risk within any building or structure thereon. Landlord further agrees to indemnify, defend, and hold Tenant and its partners, officers, directors, agents and employees harmless from and against any and all losses, claims, demands, actions, suits, damages, fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses (including, without limitation, reasonable consultant fees, attorneys' fees, or expert fees) which are brought or recoverable against, or suffered or incurred by Tenant or such parties as a result of any breach of Landlord's representations or obligations under this Section 8.02, noncompliance with any Environmental Requirement by Landlord, or any physical or environmental condition existing in, on, or under the Premises as of the Commencement Date of this Lease. The indemnification and hold harmless obligations of Landlord shall survive the expiration or any termination of this Lease.

(c) Landlord shall have access to, and a right to perform inspections and tests of, the Premises as it may require to determine Tenant's compliance with Environmental Requirements and Tenant's obligations

under this Section 8.02. Access shall be granted to Landlord upon Landlord's prior notice to Tenant, which notice shall be provided to Tenant no less than one (1) business day in advance of Landlord's entry, and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with all Environmental Requirements, in which case Tenant shall reimburse Landlord for the cost of such inspection and tests. In the event of a dispute among the parties regarding the existence of a violation of Environmental Requirements, the parties shall attempt to attempt in good faith to resolve any dispute through negotiations between an authorized representative of each of the parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the Parties shall have the right to pursue their available remedies under this Lease, at law or in equity. At the expiration or earlier termination of the Lease, Landlord shall have the right, at its option to require Tenant, at Tenant's sole cost and expense, to undertake an environmental assessment of the Premises to determine Tenant's compliance with all applicable Environmental Requirements.

8.03 Landlord's Access. Landlord or its agents may enter the Premises, upon 24 hours prior notice to Tenant (except in the case of an emergency), to show the Premises to potential buyers, investors or tenants or other parties, for routine property inspections and maintenance or for any other purpose Landlord deems reasonably necessary. During the last 9 months of the Lease Term, Landlord may place customary "For Lease" signs on the Premises.

8.04 Common Areas.

(a) **Common Areas.** "Common Areas" means all areas within the Property which are available for the common use of tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Common Areas, convert Common Areas into leaseable areas, construct additional parking facilities in the Common Areas, and increase or decrease Common Area land or facilities so long as Tenant's use of the Premises is not materially affected.

(b) **Use of Common Areas.** Tenant will have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas, including the Parking Spaces, for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish or modify from time to time. Tenant agrees to abide by all such rules and regulations and to use its best efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by the Rules and Regulations. At any time, Landlord may close any Common Areas to perform any acts as, in Landlord's reasonable judgment, are desirable to maintain or improve the Property. Tenant will not interfere with the rights of Landlord, other tenants, or any other person entitled to use the Common Areas.

ARTICLE NINE - CONDITION AND MAINTENANCE OF PREMISES

9.01 Landlord's Work. Landlord shall install the Landlord's Work described on Exhibit E attached hereto at Landlord's sole cost and expense.

9.02 Existing Conditions. Subject to the work to be performed by Landlord as set forth in Section 9.01 hereof, Tenant hereby accepts the Property and the Premises in their present condition, subject to all Legal Requirements. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's

intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any broker with respect thereto.

9.03 Landlord's Obligations. Subject to the provisions of Article 10 (Casualty and Condemnation) and Tenant's obligation to pay Additional Rent pursuant to Section 3.02, and except for damage caused by any act or omission of Tenant or Tenant's employees, agents, contractors or invitees, Landlord will maintain the Common Areas in good order, condition and repair and will keep the foundation, roof, building systems (other than the heating, ventilating and air conditioning system), structural supports and exterior walls of the improvements on the Property in good order, condition and repair. Tenant will promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. Landlord will repair, at Tenant's expense, any damage to the Property caused by Tenant's acts or omissions. The cost of all work performed by Landlord under this Section 9.03 shall be included in Operating Expenses.

9.04 Tenant's Obligations. Subject to the provisions of Article 10 (Casualty and Condemnation), at its sole cost and expense, Tenant will keep all portions of the Premises (including without limitation, all systems and equipment, i.e., HVAC systems, dock levelers, bumpers, doors and floors including slabs and slab repairs, crack filling and joint repairs) in the same order, condition and repair as existed on the Commencement Date (including repainting and refinishing, as needed). If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired or restored, Tenant will promptly replace such portion of the Premises or system or equipment. If the benefit or useful life of such replacement extends beyond the Lease Term, Tenant will only pay for a prorated portion of the useful life of such replacement. Tenant will maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a heating and air conditioning contractor, such contract and contractor to be reasonably approved by Landlord, and to include all of the work described on Exhibit F attached hereto. At Tenant's request, but at Landlord's sole election and discretion, Landlord may perform Tenant's maintenance and repair obligations under this Section 9.04 and Tenant will reimburse Landlord for all costs incurred in doing so promptly upon receipt of an invoice from Landlord.

9.05 Alterations, Additions, and Improvements.

(a) **Tenant's Work.** Tenant may not make any installations, alterations, additions, or improvements or major repairs in or to the Premises without obtaining Landlord's prior written consent. All work will be performed in accordance with plans and specifications approved by Landlord. Tenant will procure all necessary permits and licenses before undertaking any work on the Premises and will perform all work in a good and workmanlike manner employing materials of good quality and in conformity with all applicable Legal Requirements and insurance requirements. Tenant will (i) employ only contractors reasonably approved by Landlord, (ii) require all contractors employed by Tenant to carry worker's compensation insurance in accordance with statutory requirements and commercial general liability insurance covering such contractors on or about the Premises with a combined single limit not less than \$2,000,000 and (iii) submit certificates evidencing such coverage to Landlord prior to the commencement of any work. Landlord may inspect Tenant's work at reasonable times. Tenant will prosecute and complete such work with reasonable diligence and will provide Landlord with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

(b) **No Liens.** Tenant will pay when due all claims for labor and material furnished to the Premises and keep the Property at all times free from liens for labor and materials. Tenant will give Landlord at least 20 days' prior written notice of the commencement of any work on the Premises, regardless of whether Landlord's consent to such work is required. Landlord may record and post notices of non-responsibility on the Premises.

9.06 Condition Upon Termination. Upon the expiration or termination of the Lease Term, Tenant will surrender the Premises to Landlord broom clean and in the condition which Tenant is required to maintain the Premises under this Lease. Tenant will not be obligated to repair any damage which Landlord is required to repair under Article 10 (Casualty and Condemnation). Landlord may require Tenant, at its expense, to remove any alterations, additions or improvements prior to the expiration of the Lease and to restore the Premises to their prior condition. Any work which Tenant is not required to remove will, at Landlord's option, become Landlord's property and will be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery, trade fixtures or equipment so long as Tenant repairs any damage caused by such removal.

9.07 Exemption of Landlord from Liability. Landlord will not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property, or from other sources or places; (d) any curtailment or interruption in utility services or (e) any act or omission of any other tenant of the Property. Tenant will give Landlord prompt notice upon the occurrence of any accident or casualty at the Premises. The provisions of this Section will not exempt Landlord from liability for its gross negligence or willful misconduct nor shall it apply to Landlord's environmental obligations set forth in Article 8; provided, however, Landlord will not be liable for any consequential damages.

ARTICLE TEN - CASUALTY AND CONDEMNATION

10.01 Damage to Premises.

(a) If the Premises are destroyed or rendered untenable, either wholly or in part, by fire or other casualty ("**Casualty**"), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease Term as of the date the Casualty occurred. Landlord will notify Tenant within 30 days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease Term. .

(b) If (i) based on the estimate of Landlord's architect or contractor, it will take Landlord more than 9 months to rebuild the Premises or (ii) the Casualty occurs during the last 6 months of the Lease Term and the damage is estimated by Landlord to require more than 30 days to repair, Tenant may elect to terminate the Lease Term as of the date the Casualty occurred, which must be exercised by written notification to Landlord within 15 days after the occurrence of the Casualty.

(c) If the Property is destroyed or damaged by Casualty and Landlord elects to repair or restore the Property pursuant to the provisions of this Article 10, any Rent payable during the period of such damage, repair and/or restoration will be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired.

(d) The provisions of this Article 10 will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Property. Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the damage or destruction of the leased property.

10.02 Condemnation. If more than 20% of the floor area of the Premises or more than 25% of the parking on the Property is taken by eminent domain, Landlord may terminate the Lease Term as of the date the condemning authority takes title or possession, by delivering notice to Tenant within 10 days

after receipt of written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority takes title or possession). If Landlord does not terminate the Lease Term, this Lease will remain in effect as to the portion of the Premises not taken, except that the Base Rent will be reduced in proportion to the reduction in the floor area of the Premises. Any condemnation award or payment will be paid to Landlord. Tenant will have no claim against Landlord for the value of the unexpired lease term or otherwise; provided, however, Tenant may make a separate claim with the condemning authority for its personal property and/or moving costs so long as Landlord's award is not reduced thereby.

ARTICLE ELEVEN - ASSIGNMENT AND SUBLETTING

11.01 Landlord's Consent Required. Tenant will not assign or transfer this Lease or sublease the Premises or any part thereof or interest therein, or mortgage, pledge or hypothecate its leasehold interest, without Landlord's prior written consent, which will not be unreasonably withheld. Unless Tenant is a publicly traded company, a transfer of a controlling interest in Tenant will be deemed an assignment of this Lease. Any attempted transfer without consent will be void and constitute a non-curable Event of Default under this Lease (as defined below). Tenant's request for consent will include the details of the proposed sublease or assignment, including the name, business and financial condition of the prospective transferee, financial details of the proposed transaction (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord will have the right to withhold consent, in its reasonable business judgment, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Premises; (ii) the net worth and financial condition of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under this Lease; and (iv) such other factors as Landlord may reasonably deem relevant. Tenant will promptly furnish to Landlord copies of all transaction documentation.

11.02 Offer to Terminate. If Tenant desires to assign this Lease or sublease all of any part of the Premises, Tenant will notify Landlord and Landlord for a period of 30 days will have the right to terminate the Lease Term. If Tenant desires to sublease only a portion of the Premises, and such portion is subdividable (with any costs paid by Tenant), then the right to terminate may be exercised with respect to only that portion of the Premises to be subleased. If Landlord elects not to terminate the Lease Term as provided in this Section 11.03, Tenant shall pay to Landlord 50% of any net profits received by Tenant from any assignment of this Lease or sublet of the Premises.

11.03 No Release of Tenant. Notwithstanding any assignment or subletting, Tenant will at all times remain fully responsible and primarily liable for the payment of Rent and compliance with all of Tenant's obligations under this Lease. Consent to one transfer will not be deemed a consent to any subsequent transfer or a waiver of the obligation to obtain consent on subsequent occasions. If Tenant's assignee or transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee or transferee.

ARTICLE TWELVE - DEFAULTS AND REMEDIES

12.01 Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance by Tenant of all covenants and conditions.

12.02 Defaults. Each of the following constitutes an "Event of Default" under this Lease:

(a) Tenant fails to pay Rent or any other sum payable under this Lease within 5 days after it is due; provided, however, with respect to the first such nonpayment in any calendar year, Tenant will have 5 days after receipt of notice that rent is due to pay such amount;

(b) Tenant fails to perform any of Tenant's other obligations under this Lease and such failure continues for a period of 30 days after notice from Landlord; provided that if more than 30 days are reasonably required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 30 day period and thereafter diligently pursues its completion. Notwithstanding the foregoing, Landlord shall not be obligated to send notices to Tenant more than two (2) times in any twelve month period of the Lease;

(c) Tenant abandons the Premises, or removes or attempts to remove or manifests an intention to remove any goods or property therefrom other than in the ordinary and usual course of business; or

(d) Tenant becomes insolvent or bankrupt, has a receiver or trustee appointed for any part of its property, makes an assignment for the benefit of its creditors, or any proceeding is commenced either by Tenant or against it under any bankruptcy or insolvency laws, which proceeding is not dismissed within 60 days; provided, however, if a court of competent jurisdiction determines that any of the acts described in this subsection (d) is not an Event of Default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant assigns, subleases, or transfers Tenant's interest hereunder, then Landlord will receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment, transfer or sublease over the rent payable by Tenant under this Lease.

12.03 Remedies. On the occurrence of an Event of Default, Landlord may, at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Charge interest at the rate defined in Section 3.04 on all amounts owed to Landlord pursuant to this Lease which are not paid within five (5) days after the due date; and/or

(b) Enter and repossess the Premises by breaking open locked doors if necessary, and remove all persons and all or any property therefrom by action at law or otherwise, without being liable for prosecution or damages therefor, and Landlord may, at Landlord's option, make alterations and repairs in order to relet the Premises and relet all or any parts of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach; and/or

(c) Declare to be immediately due and payable, on account of the Rent and other charges herein reserved for the balance of the Term (taken without regard to any early termination of such Lease Term on account of an Event of Default), a sum equal to the Accelerated Rent Component (as defined below), in which event Tenant shall remain liable to Landlord as hereinafter provided; and/or

(d) Whether or not Landlord has elected to recover the Accelerated Rent Component, terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; and/or

(e) Confess judgment in accordance with Section 12.06 below; and/or

(f) Exercise any other remedies available at law or equity.

For purposes hereof, the “Accelerated Rent Component” shall mean the aggregate of: (i) all Rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component; (ii) the Rent reserved for the then entire unexpired balance of the Lease Term (taken without regard to any early termination of the Term permitted under this Lease or by virtue of an Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of such Term which shall be capable of precise determination at the time of Landlord’s election to recover the Accelerated Rent Component; and (iii) Landlord’s good faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of such Lease Term which shall not be capable of precise determination as aforesaid.

12.04 Damages. On any termination, Landlord’s damages will include all costs and fees, including reasonable attorneys’ fees that Landlord incurs in connection with any bankruptcy court or other court proceeding with respect to the Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or the pursuing of any action with respect to Landlord’s right to possession of the Premises. All such damages suffered (apart from Rent payable hereunder) will constitute pecuniary damages which will be paid to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceedings.

12.05 Cumulative Remedies. Except as otherwise expressly provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and equity are cumulative and will not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

12.06 Pennsylvania Additional Remedies.

CONFESSION OF JUDGMENT FOR POSSESSION: TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN SUCH COURT AND CONFESS OR ENTER JUDGMENT IN EJECTMENT AGAINST TENANT AND IN FAVOR OF LANDLORD FOR POSSESSION OF THE DEMISED PREMISES. A COPY OF THIS LEASE SHALL SERVE AS SUFFICIENT WARRANT TO CONFESS JUDGMENT FOR POSSESSION; AND ANY AFFIDAVIT OR AVERMENT OF DEFAULT SHALL BE CONCLUSIVE EVIDENCE OF DEFAULT. SUCH AUTHORITY TO CONFESS JUDGMENT FOR POSSESSION SHALL NOT BE EXHAUSTED BY ONE EXERCISE OR ATTEMPTED EXERCISE THEREOF, BUT MAY BE EXERCISED AT ANY TIME AND AS OFTEN AS NECESSARY IN THE SOLE DISCRETION OF LANDLORD. TENANT HEREBY RELEASES AND WAIVES ALL BENEFIT AND RELIEF FROM ANY DEFECTS OR ERRORS, RIGHTS OF APPEAL, DEFENSES, SETOFFS OR COUNTERCLAIMS, AND APPRAISEMENT, STAY OR EXEMPTION LAWS NOW IN FORCE OR HEREAFTER ENACTED. TENANT ACKNOWLEDGES THAT IT HAS INDEPENDENT LEGAL COUNSEL AND HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH SAID COUNSEL. TENANT HEREBY VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND A HEARING PRIOR TO THE ENTRY OF JUDGMENT AND ACKNOWLEDGES LANDLORD’S RIGHT AFTER ENTRY OF JUDGMENT TO TAKE POSSESSION OF THE DEMISED PREMISES.

THE TENANT IRREVOCABLY WAIVES ANY AND ALL RIGHT THE TENANT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS LEASE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS LEASE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE TENANT ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

ARTICLE THIRTEEN - PROTECTION OF LENDERS

13.01 Subordination. (a) This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Property or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to subordinate and attorn to any such holder. The provisions of this Section 13.01 shall be self-operative and no further instrument shall be required to effect such subordination or attornment; however, Tenant agrees to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder within ten (10) days of such request.

(b) The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

13.02 Estoppel Certificates. Within 10 days after Landlord's request, Tenant will execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other non-confidential information with respect to Tenant or this Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may reasonably require. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

ARTICLE FOURTEEN - MISCELLANEOUS PROVISIONS

14.01 Covenant of Quiet Enjoyment. Tenant on paying the Rent and performing its obligations hereunder will peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.

14.02 Landlord's Liability. The word "Landlord" as used herein includes the Landlord named above as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named herein, shall have no liability hereunder after it ceases to hold title to the Premises except for obligations already accrued, Landlord shall be relieved of all liability therefor upon transfer of such portion to its successor in interest and Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which thereafter shall accrue. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises, and if Landlord is to breach or default with respect to Landlord's obligations under this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of Tenant's claims..

14.03 Notice to Landlord. Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord. Landlord will not be in default under this Lease unless Landlord fails to cure such non-performance within 30 days after receipt of Tenant's notice or such longer

period as may be required to diligently complete such matter. If Landlord cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond Landlord's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and Legal Requirements.

14.04 Holding Over. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, (i) Tenant will indemnify Landlord against all damages, costs, liabilities and expenses, including attorneys' fees, which Landlord incurs on account of Tenant's failure to vacate and (ii) the Base Rent will increase to 150% of the Base Rent then in effect and Tenant's obligation to pay Additional Rent will continue. Any holdover by Tenant does not constitute an extension of the Lease or recognition by Landlord of any right of Tenant to remain in the Premises.

14.05 Intentionally Omitted.

14.06 Intentionally Omitted.

14.07 Landlord's Right to Cure. If Tenant defaults in the performance of any obligation under this Lease, Landlord will have the right (but is not required) to perform such obligation and, if necessary, to enter upon the Premises. All costs incurred by Landlord (together with interest at the rate of 15% per year but not to exceed the highest legal rate) will be deemed to be Additional Rent under this Lease and will be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any of its other rights or releasing Tenant from any of its obligations under this Lease.

14.08 Interpretation. The captions of the Articles or Sections of this Lease are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular. The masculine, feminine and neuter genders each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "**Tenant**" includes Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's express or implied permission. This Lease does not, and nothing contained herein, will create a partnership or other joint venture between Landlord and Tenant. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

14.09 Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Premises. All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment will be void.

14.10 Notices. All notices, requests and other communications required or permitted under this Lease will be in writing and sent by a national overnight delivery service which maintains delivery records. Notices will be delivered to Tenant's Notice Address or to Landlord's Notice Address, as appropriate. All notices will be effective upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party. Tenant agrees to waive any notice including the 10 or 30 day notice period which is contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501, or any other notice period established by law.

14.11 Waivers. All waivers will be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent is not a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check will be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by to the conditions of such statement.

14.12 Recording of Lease. Landlord shall have the right to record this Lease, and at the request of Landlord, Tenant agrees to execute either the necessary acknowledgement required to record this Lease, or a short form memorandum of this Lease. Tenant shall not record this Lease or any memorandum hereof nor cause or permit this Lease or any memorandum hereof to be recorded..

14.13 Binding Effect; Choice of Law. This Lease will bind any party who legally acquires any rights or interest in this Lease from Landlord or Tenant, provided that Landlord will have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The parties irrevocably consent to the exclusive jurisdiction and venue of the courts situate in the County of Delaware, Commonwealth of Pennsylvania, and all appellate and supervisory courts having jurisdiction thereon.. The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by any party(ies) against any other party(ies) on any matter arising out of or in any way connected with this Lease or the relationship of the parties hereunder.

14.14 Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument. Landlord's delivery of this Lease to Tenant is not be deemed to be an offer to lease and will not be binding upon either party until executed and delivered by both parties.

14.15 Survival. All representations and warranties of Landlord and Tenant, Tenant's indemnity under Section 6.04, the provisions of Section 8.02 and all obligations of Tenant to pay Additional Rent hereunder, shall survive the termination of this Lease.

14.16 Intentionally Omitted.

14.17 No Other Brokers. Landlord and Tenant each represent and warrant to the other that the Brokers are the only agents, brokers, finders or other parties with whom it has dealt who may be entitled to any commission or fee with respect to this Lease or the Premises or the Property. Landlord and Tenant each agree to indemnify and hold the other party harmless from any claim, demand, cost or liability, including, without limitation, attorneys' fees and expenses, asserted by any party other than the Brokers based upon dealings with that party.

14.19 Waiver of Jury Trial. Landlord and Tenant each waives the right to trial by jury in connection with any suit or action arising out of or related to this Lease, the Premises or the Property.

14.20 Patriot Act. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named in the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

14.21 Additional Provisions. The exhibits and riders, if any, attached hereto, are incorporated herein by reference.


IN WITNESS WHEREOF, the Landlord and Tenant have executed under seal this Lease as of the date hereof.

WITNESS:



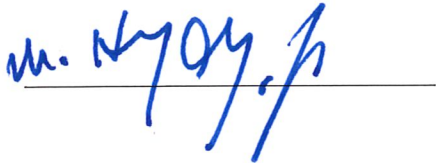
LANDLORD:

CONCORD 1, LLC,
a Maryland limited liability company

By:  (SEAL)
DAVIS C EMORY (NAME)
MANG. MEMBER (TITLE)

TENANT:

WESTROCK CP, LLC,
a Delaware limited liability company





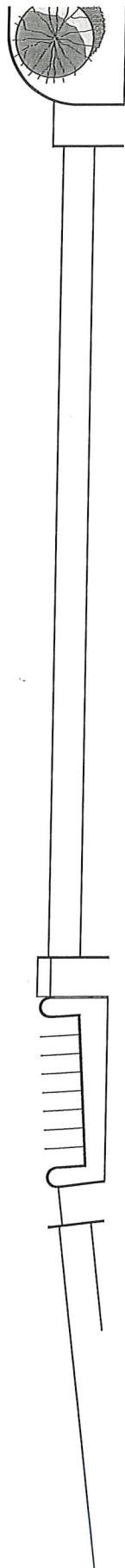
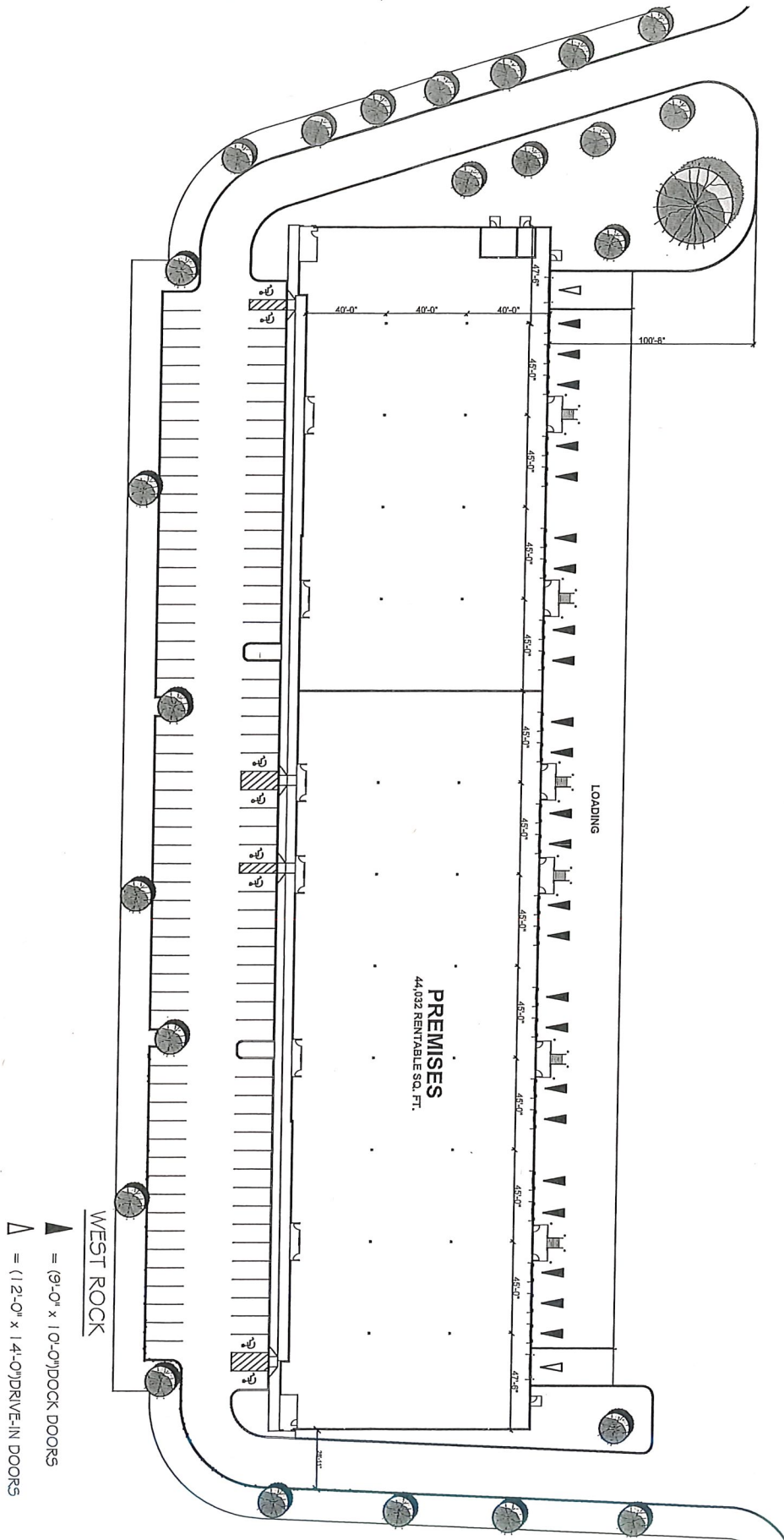
By:  (SEAL)
John D. Stakel
Senior Vice President 

EXHIBIT A
THE PROPERTY



HORMANN
ARCHITECTS
ASSOCIATES, INC.
600 N. 10th Street, Suite 100
Towson, Maryland 21204-0998
410.283.4433 fax

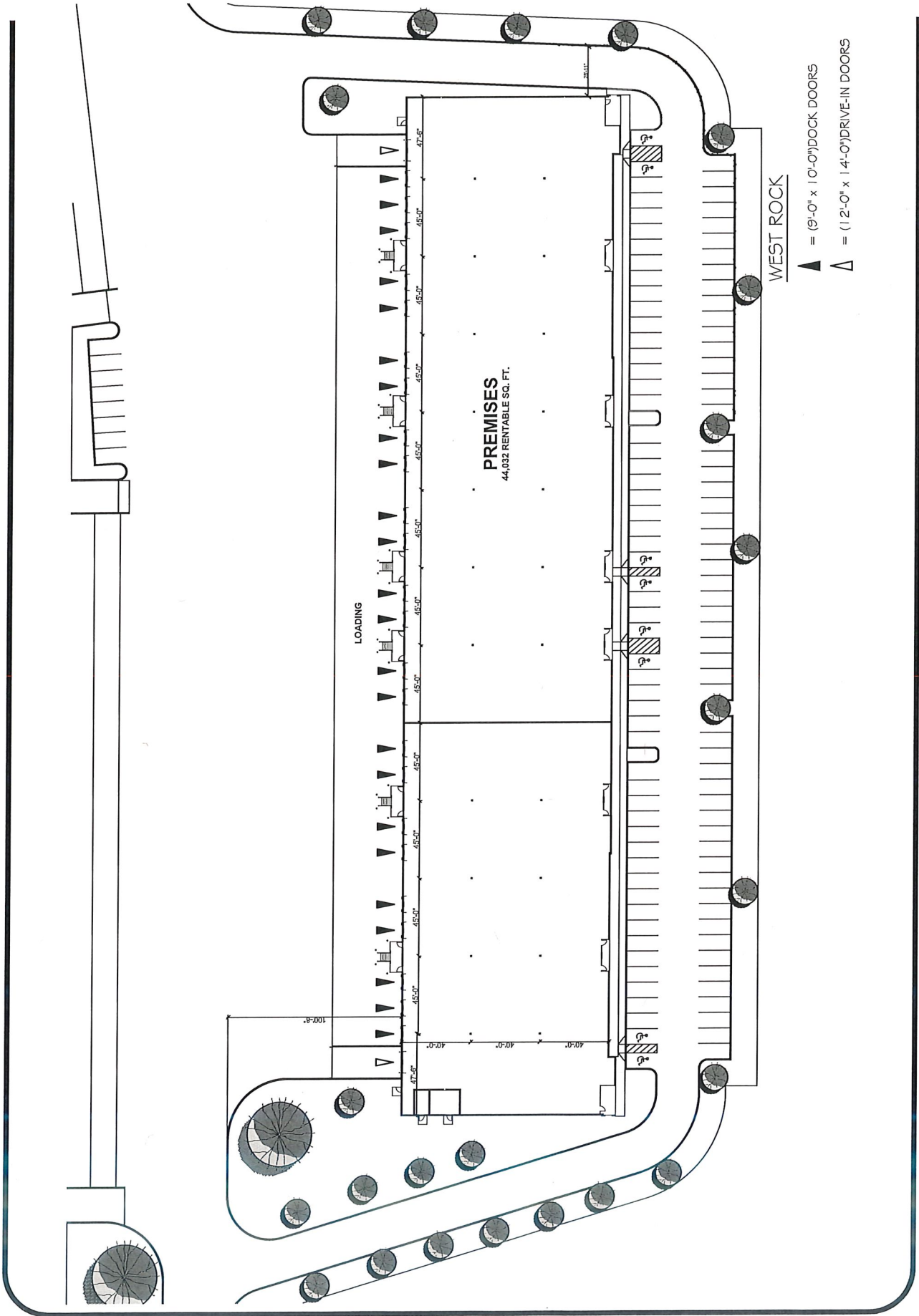


WEST ROCK
▲ = (9'-0" x 10'-0") DOCK DOORS
▽ = (12'-0" x 14'-0") DRIVE-IN DOORS

SCALE: 1" = 50'-0"

FLOOR PLAN	THE CONCEPT DESIGN, DRAWINGS, AND VARIOUS AREAS OF THIS PROJECT ARE THE PROPERTY OF HORMANN ASSOCIATES, INC. ANY REUSE OR MODIFICATION OF THIS DESIGN WITHOUT THE WRITTEN PERMISSION OF HORMANN ASSOCIATES, INC. IS PROHIBITED.
PROJECT NAME: WEST ROCK SUNFIELD BUSINESS PARK DELAWARE COUNTY, PENNSYLVANIA	OWNER: RYAN COMMERCIAL
Issue date: 12.18.19 Project no.: 18-158	

EXHIBIT B
THE PREMISES



SCALE: 1" = 50'-0"

PROJECT NAME: WEST ROCK SUNFIELD BUSINESS PARK DELAWARE COUNTY, PENNSYLVANIA	THE CONCEPTS, IDEAS, DESIGN AND DRAWINGS ARE INTENDED ONLY FOR THE PROJECT ASSIGNED ON THE DRAWING. ANY OTHER USE OR REPRODUCTION OF ANY PART OF THIS DOCUMENT WITHOUT PERMISSION BY HOFMANN ASSOCIATES, INC.
RYAN COMMERCIAL	

FLOOR PLAN

Issue date: 12.18.19
 project no.: 18-158

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of _____, _____, by and between CONCORD 1, LLC (“**Landlord**”) and WESTROCK CP, LLC (“**Tenant**”).

Recitals:

- A. Landlord and Tenant are parties to that certain Lease, dated _____, (the “Lease”) for certain premises (the “**Premises**”) consisting of approximately _____ square feet at the building commonly located at 140 Concord Road, Aston, Pennsylvania 19013.
- B. Tenant is in possession of the Premises and the Term of the Lease has commenced.
- C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the expiration date of the Lease and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. The actual Commencement Date of the Lease is _____.
- 2. The actual expiration date of the Lease is _____.
- 3. The schedule of the Base Rent and the monthly installment of Base Rent set forth in the Amendment is deleted in its entirety, and the following is substituted therefor:

[INSERT RENT SCHEDULE]

- 4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

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

LANDLORD:

TENANT:

CONCORD 1, LLC

WESTROCK CP, LLC

By: _____ (SEAL)

By: _____ (SEAL)

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____, 2020

Dated: _____, 2020

EXHIBIT D

RULES AND REGULATIONS

1. Tenant will not place any signs on the Property without Landlord's prior written consent. All signage must comply with all applicable laws, codes and regulations, including, without limitation, zoning and building codes. No advertisements, pictures or signs of any sort may be displayed on or outside the Premises without the prior written consent of Landlord. This prohibition includes any portable signs or vehicles placed within the parking lot, common areas or on streets adjacent thereto for the purpose of advertising or display. Landlord has the right to remove any such unapproved item without notice and at Tenant's expense.
2. Tenant may not park or store motor vehicles, trailers or containers outside the Premises after the conclusion of normal daily business activity except in approved areas specifically designated by Landlord.
3. Tenant may not use any method of heating or air-conditioning other than that supplied by Landlord without the prior written consent of Landlord.
4. All window coverings and window films or coatings installed by Tenant and visible from outside of the building require the prior written approval of Landlord. Except for dock shelters and seals as may be expressly permitted by Landlord, no awnings or other projections may be attached to the outside walls of the building.
5. Tenant may not use, keep or permit to be used or kept any foul or noxious gas or substance on, in or around the Premises unless approved by Landlord. Tenant may not use, keep or permit to be used or kept any flammable or combustible materials without proper governmental permits and approvals.
6. Tenant may not use, keep or permit to be used or kept food or other edible materials in or around the Premises in such a manner as to attract rodents, vermin or other pests. Tenant may not permit cooking in or about the Premises other than in microwave ovens.
7. Tenant may not use or permit the use of the Premises for lodging or sleeping, for public assembly, or for any illegal or immoral purpose.
8. Tenant may not alter any lock or install any new locks or bolts on any door at the Premises without the prior written consent of Landlord. Tenant agrees not to make any duplicate keys without the prior consent of Landlord.
9. Tenant will park motor vehicles only in those general parking areas as designated by Landlord except for active loading and unloading. During loading and unloading of vehicles or containers, Tenant will not unreasonably interfere with traffic flow within the industrial park and loading and unloading areas of other tenants.
10. Storage of propane tanks, whether interior or exterior, will be in secure and protected storage enclosures approved by the local fire department and, if exterior, shall be located in areas specifically designated by Landlord. Safety equipment, including eye wash stations and approved neutralizing agents, will be provided in areas used for the maintenance and charging of lead-acid batteries. Tenant will protect electrical panels and building mechanical equipment from damage from forklift trucks.

11. Tenant will not disturb, solicit or canvas any occupant of the Building or industrial park and will cooperate to prevent same.
12. No person may go on the roof of the Property without Landlord's permission except to perform obligations under its lease.
13. No animals (other than seeing eye dogs) or birds of any kind may be brought into or kept in or about the Premises.
14. Machinery, equipment and apparatus belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or other tenants or to cause harm to the Building will be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the transmission of such noise and vibration. Tenant will cease using any such machinery which causes objectionable noise and vibration which cannot be sufficiently mitigated.
15. All goods, including material used to store goods, delivered to the Premises of Tenant will be immediately moved into the Premises and will not be left in parking or exterior loading areas overnight.
16. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks of sufficient size to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the auto parking areas of the industrial park or on streets adjacent thereto.
17. Forklifts which operate on asphalt paving areas may not have solid rubber tires and may use only tires that do not damage the asphalt.
18. Tenant will be responsible for the safe storage and removal of all pallets. Pallets will be stored behind screened enclosures at locations approved by the Landlord.
19. Tenant will be responsible for the safe storage and removal of all trash and refuse. All such trash and refuse will be contained in suitable receptacles stored behind screened enclosures at locations approved by Landlord. Landlord reserves the right to remove, at Tenant's expense and without further notice, any trash or refuse left elsewhere outside of the Premises or in the industrial park.
20. Tenant may not store or permit the storage or placement of goods or merchandise in or around the common areas surrounding the Premises. No displays or sales of merchandise is allowed in the parking lots or other common areas.
21. Tenant will appoint an Emergency Coordinator who shall be responsible for assuring notification of the local fire department in the event of an emergency, assuring that sprinkler valves are kept open and implementing the Factory Mutual "**Red Tag Alert**" system including weekly visual inspection of all sprinkler system valves on or within the Premises. Tenant will provide Landlord access to fire protection and any related communications equipment in the Premises at all times.

EXHIBIT E

LANDLORD'S WORK

1. Landlord will, at its sole cost and expense, construct Landlord's Work (as defined below) in a good and workmanlike manner, using Landlord's selected material, and specifications, and in accordance with all applicable laws, and the terms of this **Exhibit E**, based on the approved preliminary plans/scope of work (collectively, the "**Preliminary Plans**"), prepared by Hoffman & Associates dated _____. The Preliminary Plans are attached hereto as **Exhibit E-1** for reference.

The "**Landlord's Work**" is defined as the following improvements to the Premises:

- (i) Construction of an 800 square foot office area.
- (ii) Construction of restrooms in the office area of the Premises, as required by the local building code.
- (iii) Installation of bumpers, seals and 35,000 pound "rite hite" (or equivalent) hydraulic levelers (six feet) on each of the _____ dock positions in the warehouse area of the Premises.
- (iv) Installation of LED lighting in the warehouse area of the Premises, as determined by Landlord to achieve 24 foot candles in an open array.
- (v) Installation of heating in the warehouse area of the Premises, as determined by landlord to achieve an indoor temperature of approximately 50 degrees Fahrenheit, at an exterior temperature of 10 degrees Fahrenheit.
- (vi) Installation of separate meters for electric service to the Premises.
- (vii) Provide nine (9) 9 foot by 10 foot dock doors and two (2) 12 foot by 14 foot drive in doors.

2. After Landlord's and Tenant's execution of the Lease, Landlord's architect will prepare architectural plans, drawings and specifications and engineered mechanical and electrical construction drawings for all of Landlord's Work consistent with the Preliminary Plans (the "**Final Plans**"). The Final Plans will show, to the extent Landlord deems the same applicable: (i) the subdivision (including partitions and walls), layout, lighting, finish and decoration work (including carpeting and other floor coverings) for the Premises; (ii) all internal and external communications and utility facilities which will require the installation of conduits or other improvements from the base Building shell and/or within common areas; and (iii) all other specifications for Landlord's Work. The Final Plans will be submitted to Tenant for signature. Within five (5) days following Tenant's receipt of the Final Plans, Tenant agrees to either approve the Final Plans or to advise Landlord of any disapproval of the Final Plans and the reasons therefor in writing. If Tenant requests any changes to the Final Plans, such changes shall be subject to Landlord's reasonable approval. In the event that Landlord approves any such changes to the Final Plans, Landlord will cause Landlord's architect to redesign the Final Plans, with all costs associated with such revisions (including all increased costs of the Landlord's Work, plus all plan/design costs) to be paid by Tenant to Landlord, at landlord's election (A) prior to commencement of construction of Landlord's Work, or (B) within ten (10) days following Tenant's receipt of a bill for such costs. The Final Plans will then be resubmitted to Tenant for its approval within three (3) days following said

3. The Final Plans will include locations and complete dimensions, and Landlord's Work, as shown on the Final Plans, will: (i) be compatible with the Building shell and with the design, construction and equipment of the Building; (ii) comply with all Legal Requirements and all applicable insurance regulations; (iii) not require Building service beyond the level normally provided to other tenants in the Building and will not overload the Building floors; and (iv) be of a nature and quality consistent with the overall objectives of Landlord for the Building, as determined by Landlord in its reasonable discretion.

5. If, after the Final Plans have been approved by Tenant, Tenant requests any changes or substitutions to the Final Plans or to Landlord's Work during construction, Tenant will complete the change order request form approved by Landlord and forward it to Landlord. All such changes will be subject to Landlord's prior written approval. Prior to commencing any change, Landlord will prepare and deliver to Tenant a change order setting forth setting forth the total cost of such change, which will include associated architectural, engineering, construction contractor's costs and fees, and the cost of Landlord's overhead and at Landlord's election, any change in the scheduled commencement date . If Tenant fails to approve such change order within two three (3) 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. Any additional costs of the Landlord's Work related to such change are to be paid by Tenant to Landlord within ten (10) days after receipt by Tenant of an invoice for such additional costs from Landlord.

7. A “**Tenant Delay**” is each of the following: (a) Tenant’s failure to agree to plans and specifications and/or construction cost estimates or bids; (b) Tenant’s request for materials, finishes or installations except those, if any, that Landlord shall have expressly agreed to furnish without extension of time agreed by Landlord; (c) Tenant’s change in any plans or specifications, including the Preliminary Plan, Scope of Work and Final Plans (all as defined on this **Exhibit E**); (d) delays caused by performance or completion by a contractor/ party employed by Tenant, or any delay to scheduling any

inspection with a governmental entity or authority due to work that Tenant is performing in the Premises (such as cabling and racking installation), (e) any delay to completion of Landlord's Work due to Tenant's installation of Tenant's work/improvements, including racking, cabling and other work to be installed behind the walls or in the ceiling, (f) any refusal or delay in any governmental entity or authority issuing/closing out building permit or approval relating to Tenant's installation or required installation of work/equipment, (g) any change to the Landlord's Work required by governmental entity or authority required because of Tenant's planned installations in the Premises, (h) any delay or interruption to Landlord's performance of Landlord's Work caused by Tenant or its agents or contractors, or (i) failure of Landlord to have received all Landlord and Tenant approved Final Plans (inclusive of all drawings, plans and specifications) for all of the Landlord's Work on or before _____.

EXHIBIT F

The following work will be required in accordance with the maintenance contract required in Paragraph 9.04 of the attached Lease:

1. Check performance of all major components.
2. Lubricate moving parts as required.
3. Check refrigerant charges (during cooling season).
4. Inspect for oil and refrigerant leaks.
5. Check operating and safety controls.
6. Check pressures and temperatures.
7. Inspect condensers.
8. Inspect fans, motors, and starters.
9. Tighten electrical connections at equipment.
10. Test amperage and voltages.
11. Check belts and drives.
12. Change oil and filters, or dryers, as required (at least four times per year).
13. Check temperature on control system.
14. Thoroughly inspect heat exchanger.

DISCLOSURE FOR CONFESSION OF JUDGMENT

Undersigned: WESTROCK CP, LLC

Payee: CONCORD 1, LLC

Date:

The undersigned is executing, on or about even date herewith, the following documents under which the undersigned is obligated to pay money to Payee:

1) Lease

A. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH LANDLORD MAY ENTER JUDGMENT BY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE OF HIS/HER RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE UNDERSIGNED BY LANDLORD THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LANDLORD'S ENTERING JUDGMENT AGAINST THE UNDER-SIGNED BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT LANDLORD MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE UNDERSIGNED IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF HIS/HER RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES HIS/HER RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO LANDLORD TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE UNDERSIGNED.

C. The undersigned certifies that a representative of Landlord specifically called the confession of judgment provisions in the above document to the attention of the undersigned, and that the undersigned was represented by legal counsel or waived the right to be represented in connection with the above document.

D. The undersigned hereby certifies: that the undersigned's annual income exceeds \$10,000; that all references to "the undersigned" above refer to all persons and entities signing below; and that the undersigned received a copy hereof at the time of signing.

WESTROCK CP, LLC,
a Delaware limited liability company

_____ By: _____ (SEAL)

_____ (TITLE)

Exhibit H

Disclosure of Hazardous Materials