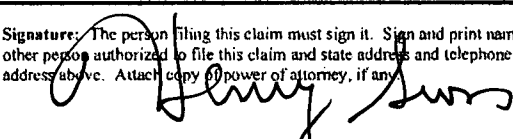


UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA Debtor against which claim is asserted: (Check only ONE debtor below)		PROOF OF CLAIM
<input checked="" type="checkbox"/> On-Site Sourcing, Inc. 09-10816-RGM		<input type="checkbox"/> DocuForce Financial Corp. 09-10817-RGM
<input type="checkbox"/> On-Site LA, Inc. 09-10818-RGM		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): ONE PENN ASSOCIATES, LP		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: HENRY GROSS REALEX CAPITAL CORP 444 MADISON AVE, 18TH FLOOR Telephone number: NY NY 10022 212-317-1133x242		Court Claim Number: _____ (If known)
Name and address where payment should be sent (if different from above): SAME Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 800,000 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: RENT PAYMENTS DUE UNDER LEASE (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
3. Last four digits of any number by which creditor identifies debtor: ON-SITE 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, _____ If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7)
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 6/3/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 	
		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FILED

JUN 11 2009

BMC GROUP

On-Site Sourcing, Inc.



00186

OFFICE LEASE

BETWEEN

ONE PENN ASSOCIATES, L.P., Landlord

and

ON-SITE SOURCING, INC., Tenant

PREMISES:

Portion of Building
situate at
1617 JFK Boulevard
Philadelphia, PA 19103

OFFICE LEASE

September 10,

THIS OFFICE LEASE (the "Lease") is made as of ~~August~~, 2005, by and between **ONE PENN ASSOCIATES, L.P.**, a Delaware limited partnership ("Landlord") and **ON-SITE SOURCING, INC.**, a Delaware corporation ("Tenant"), Landlord and Tenant having the following notice addresses on the date of this Lease.

Landlord: One Penn Associates, L.P.
c/o The Realex Capital Corporation
444 Madison Avenue
18th Avenue
New York, NY 10022
Attention: Henry Gross

Tenant: On Site E-Discovery
832 N Henry Street
Alexandria, VA 22314
Attention: Bill Truchan, CFO

1. FUNDAMENTAL LEASE PROVISIONS. Certain Fundamental Lease Provisions are presented in this Section 1 and represent the agreement of the parties hereto, subject to further definition and elaboration elsewhere in the Lease:

- A. Building: One Penn Center at Suburban Station (See Section 2)
Philadelphia, PA
- B. Floor(s) or portion(s) thereof leased: (See Section 2)
A portion of the 4th Floor
- C. Square Footage of Premises: (See Section 2)
8,672 rentable square feet
- D. Use: General Office Use (including document printing) (See Section 2)
- E. Term: (See Section 3)
(1) Estimated Commencement Date: October 1, 2005
(2) Expires: Seven (7) years and three (3) months after Commencement Date
- F. Minimum Rent: (See Section 4.A)

Year	Per Square Foot Rent	Annual Rent	Monthly Rent
1	\$19.00	\$ 164,768.00	\$ 13,730.67

2	\$19.50	\$ 169,104.00	\$ 14,092.00
3	\$20.00	\$ 173,440.00	\$ 14,453.33
4	\$20.50	\$ 177,776.00	\$ 14,814.67
5	\$21.00	\$ 182,112.00	\$ 15,176.00
6	\$21.50	\$ 186,448.00	\$ 15,537.33
7	\$22.00	\$ 190,784.00	\$ 15,898.67
8	\$22.50	\$ 195,120.00	\$ 16,260.00

Provided that Tenant shall have accepted possession of the Premises and shall not then be in default under the Lease, minimum rent only shall abate for the first three (3) months of the Lease Term.

- G. Place of Rent payments: (See Section 4.C)
One Penn Associates, L.P.
c/o Citibank, N.A.
P.O. Box 9685
Uniondale, NY 11555-9685
- H. To whom Rent payable: (See Section 4.C)
All checks shall be made payable to: One Penn Associates, L.P.
- I. Security Deposit: Two (2) Months Rent (See Section 19)
- J. Base Year for Operation and Maintenance Charge: 2005 (See Section 5.D)
- K. Tenant's OMC Percentage: 1.379% (See Section 5.C)
- L. Base Year for Taxes: 2005 (See Section 5.F)
- M. Tenant's Tax Percentage: 1.338% (See Section 5.E)
- N. Tenant Plans Submission Date: (See Exhibit "D")
Two weeks after Lease signing
- O. Manager: One Penn Management LLC
- P. Attachments: The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

RIDER
SCHEDULE OF EXHIBITS

References appearing in this Section 1 are to designate some of the other places in this Lease

where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the Fundamental Lease Provisions set forth in this Section and any other provisions of this Lease, the latter shall control. The listing in this Section 1 of monetary charges payable by Tenant shall not be construed to be an exhaustive list of all monetary amounts payable by Tenant under this Lease.

2. PREMISES: USE. Landlord, for and in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant does hereby demise and lease unto Tenant, and Tenant hereby leases and takes from Landlord for the Term, at the rent and upon the terms and conditions hereinafter set forth that space (the "Premises") situated on the floor(s) of the Building and consisting of the square footage identified in Sections 1(A), 1(B) and 1(C) (which Premises is outlined on the diagram marked Exhibit "A" annexed hereto and made a part hereof), together with the right, in common with other occupants, to use the lobbies, hallways and other common area facilities of the Building. The Premises shall be used for the purpose specified in Section 1(D) and no other purpose without the prior written consent of Landlord. For the purpose of this Lease, the terms "square footage" or "square feet" shall mean the square footage of the Premises as measured from the exterior face of exterior walls and the exterior face of corridor walls, and the center line of any walls Tenant shares with other tenants or occupants of the Building, plus the product of the square footage of the Premises multiplied by Tenant's proportionate share of the "common areas" (as defined in Section 30(B)) of the Building. Landlord and Tenant agree that the square footage of the Premises set forth in Section 1(C) is approximately accurate and shall be used for the purpose of making all computations under this Lease except as otherwise stated.

3. TERM.

A. Duration. The term of this Lease and Tenant's obligation to pay rent hereunder (the "Term") shall commence upon the earlier of (1) October 1, 2005 which is three (3) days after the date when the Premises are estimated to be "Substantially Completed" (as hereinafter defined) or (2) the date when Tenant shall take possession and occupy the Premises, whichever of said dates shall occur first (the "Commencement Date"). Said term shall continue from the Commencement Date for the period specified in Section 1(E)(2) plus the partial month, if any, if the Term begins other than on the first day of any month, so that the Term shall expire on the last day of the month in which the above period ends, unless sooner terminated as hereinafter provided or extended by the parties (the "Termination Date").

B. Substantial Completion. The terms "Substantial Completion" and "Substantially Completed" as used in this Lease shall be construed to mean the state of completion of the "Landlord's Work" (as hereinafter defined), as shall enable Tenant to reasonably and conveniently use and occupy the Premises for the conduct of its ordinary business, even though the installation of minor details, decorations and mechanical adjustments by Landlord and any improvements to be performed by Tenant, remain to be completed. Landlord shall endeavor to give Tenant written notice at least five (5) business days in advance of the date Landlord expects the Premises to be Substantially Completed. Upon the Commencement Date, it shall be presumed that all work theretofore performed by, or on behalf of Landlord was satisfactorily performed in accordance with, and meeting the requirements of this Lease,

except for those items which Tenant notified Landlord, within thirty (30) days after the Commencement Date, are not satisfactorily completed (the "Punch List Items"). Landlord agrees to diligently pursue the correction of all such Punch List Items.

C. Delays. Notwithstanding anything to the contrary contained in this Lease, if Substantial Completion does not occur in accordance with Landlord's projected schedule by reason of any of the following, rent shall commence to accrue as if the delay had not occurred. Accordingly, on the Commencement Date, in addition to the Minimum Rent due pursuant to Section 4, Tenant shall pay to Landlord 1/365 of the Minimum Rent (as hereinafter defined) and additional rent multiplied by the aggregate number of days of such delay caused by:

(1) significant changes in the Landlord's Work (as hereinafter defined) that would alter the schedule which are requested by Tenant after Landlord's approval of the Final Plans (as hereinafter defined); or

(2) the unavailability of materials or labor required for installations or work in the Premises not encompassed within Landlord's Work, provided that Tenant shall be notified of Landlord's estimate of the anticipated delay as promptly as reasonably possible after discovery thereof by Landlord and shall be given an opportunity either to specify alternative materials or requirements or to revert to Landlord's Work; or

(3) Tenant's specification of alternative materials or requirements, or Tenant's determination to revert to Landlord's Work pursuant to Subsection C(2) above; or

(4) any failure by Tenant, without regard to any grace period applicable thereto, to furnish any required plan, information, approval or consent within a period of time specified by Landlord or if no time period is specified, then within five (5) business days; or

(5) the performance or non-performance of any work or activity in the Premises by Tenant or any of its employees, agents or contractors; or

(6) Tenant's failure to pay any Required Excess Funds (as hereinafter defined) within five (5) business days after receipt of Landlord's request therefor.

D. Memorandum. Promptly after the Commencement Date has occurred, Landlord and Tenant shall execute and deliver a Confirmation of Lease Term Agreement in the form substantially as set forth in Exhibit "G" attached hereto.

E. Possession. Notwithstanding the foregoing, Landlord shall not be liable to Tenant for any damages incurred by Tenant caused by the inability of Landlord to give possession of the Premises to Tenant due to the failure of a former tenant to surrender the Premises upon the termination of their Lease, subject to Tenant's right of termination in Section 20 of this Lease.

F. Holdover Tenant. If Tenant shall be in possession of the Premises at the end of the Term, with the written consent of Landlord, the tenancy under this Lease shall become one from month to

month upon all the terms and conditions contained in this Lease and such tenancy shall be terminable by either party on thirty (30) days' notice to the other party. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, to Landlord without the express written consent of Landlord, Tenant (i) will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant, and (ii) shall pay to Landlord, a Rent equal to two (2) times the Rent payable by Tenant to Landlord during the last Lease Year of the Term.

G. Surrender. The Lease shall terminate and Tenant shall deliver up and surrender possession of the Premises on the last day of the Term hereof, and Tenant waives the right to any notice of termination or notice to quit. Tenant covenants that upon the expiration or sooner termination of this Lease, Tenant shall deliver up and surrender possession of the Premises in the same condition in which Tenant has agreed to keep the same during the continuance of the Lease and in accordance with the terms hereof, normal wear and tear excepted.

4. RENT.

A. Minimum Rent. The Tenant shall pay to Landlord as annual minimum rent ("Minimum Rent") the sums set forth in Section 1(F), payable in advance on the first business day of each calendar month in equal monthly installments as specified in Section 1(F) beginning on the Commencement Date and continuing thereafter until the expiration of said Term. The first monthly installment of Minimum Rent (which is in respect of the fourth month following the Commencement Date) shall be paid at the signing of the Lease. Landlord and Tenant acknowledge that the estimated cost to Landlord for electricity supplied to the Demised Premises will be \$2.50 per rentable square foot per year (the "Estimated Electric Charge"). Landlord and Tenant acknowledge that the Demised Premises is not currently metered for electricity. This Estimated Electric Charge is based on Landlord's current estimate of Tenant's electrical usage in the Demised Premises. Landlord shall have the right from time to time to have Landlord's independent licensed electrical engineer examine the electrical equipment and operations of Tenant in the Demised Premises, which examination may include the installation of a check meter. If the electrical engineer shall determine in a written report to Landlord and Tenant that the estimated Electrical Charge is in excess of \$2.50 per square foot, Tenant shall reimburse Landlord as additional rent for Landlord's cost of electric in excess of \$2.50 per square foot. The written report of the electrical engineer shall be conclusively binding upon Landlord and Tenant, and in no event shall there be any retroactive adjustment of any electricity costs payable by Tenant. If permitted by law and utility company regulation, Landlord shall also have the right to install a submeter at Landlord's expense as part of the OMC Sum to measure the electric usage of the Demised Premises, in which event Tenant shall thereafter pay to Landlord for electricity above \$2.50 per square foot based on the actual submetered usage at the same rate Tenant would pay if it purchased electricity directly from the local public utility. Landlord may bill Tenant monthly on an estimated basis for said submetered usage, with an annual reconciliation or a reconciliation in the bill for the next following month. Additionally, the cost of replacement light bulbs, tubes, lamps and ballasts, plus the labor cost for such replacement shall be paid by Tenant as additional rent ("Lighting Expense"). It is acknowledged that reimbursement of the Lighting Expense and Estimated Electric Charge above \$2.50 per square foot shall not reduce the OMC Sum.

B. Partial Month. If the Term commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord on or before the Commencement Date a pro rata portion of the Minimum Rent to be based on the number of days remaining in such partial month after the Commencement Date.

C. Payments. All payments of Minimum Rent, additional rent and any other sums due to Landlord hereunder shall be due without demand, notice, set-off, deduction or counterclaim at the office set forth in Section 1(G) or at such other place as Landlord may from time to time direct. All checks shall be made payable to the person specified in Section 1(H) or such other person as Landlord may direct. All sums due to Landlord under this Lease whether or not stated to be Minimum Rent or additional rent are herein collectively called "rent".

D. Acceptance of Payments. If Landlord, at any time or times, shall accept rent after the same shall become due and payable, such acceptance shall not excuse any such delay upon subsequent occasions, or constitute, or be construed as, a waiver of any of Landlord's rights or remedies hereunder.

E. Additional Rent. Whenever under the terms of this Lease any sum is required to be paid by Tenant in addition to the Minimum Rent herein reserved, such additional sum so to be paid shall be deemed additional rent and if not designated as "additional rent", then such sum shall nevertheless, at the option of the Landlord if not paid when due, be deemed "additional rent" which shall be collectible with any installment of Minimum Rent thereafter falling due hereunder. Nothing hereunder contained shall be deemed to suspend or delay the payment of any sum at the time the same became due and payable hereunder or limit any other right or remedy of Landlord. Minimum Rent and additional rent are referred to together herein as "Rent".

F. Late Payment. If any payment required by Tenant under any of the terms hereof shall not be paid within five (5) days from the date it is due, Tenant shall, upon demand, pay (i) interest on such charge at the Default Rate, plus (ii) a late charge to Landlord, computed monthly on all arrears due and payable on the first on each month, equal to the greater of (a) two hundred fifty dollars (\$250.00) or (b) six cents for each dollar so due to defray Landlord's administrative expenses in collecting and processing the rent. The Default Rate shall equal the "Prime Rate" (as hereinafter defined) plus four percent (4%). Such late charge and interest shall be deemed additional rent for the purposes of the Lease. Tenant shall be allowed two late payments per calendar year if paid within two (2) business days of notice by Landlord, the submission of an invoice to constitute notice.

5. DEFINITIONS: OPERATION AND MAINTENANCE CHARGE: TAXES.

In this Lease, the following terms shall have the meanings hereinafter provided:

A. "Operations and Maintenance Charge Sum" ("OMC Sum") shall mean all sums incurred (even if not yet payable) in connection with the operation and maintenance of the Building as deemed by Landlord to be reasonable, appropriate and in the best interests of the Building including, without limitation, sums incurred for the following items: storm drainage, water (domestic and fire protection) and sewer, electric, steam, gas, telephone and other utility services and systems (whether or not submetered or otherwise charged to tenants as additional rent); heating, ventilating, air conditioning,

plumbing, electrical, fire, detection and suppression, life safety, security protection, illumination, vertical transportation, and other Building services and systems; salaries, wages, benefits and other compensation to or for personnel up to Building Manager engaged in the cleaning, care, management or other operation and maintenance of the Building and payments and other charges for taxes, contributions, assessments, worker's compensation, unemployment compensation, health, accident and life insurances and other impositions or charges related thereto; outfitting and otherwise providing building service personnel; service, repair, replacement and other maintenance to or of the Building floors, doors, walls ceilings, roofs, windows, skylights and other elements, systems and amenities; charges for utilities or utility services; rentals for provision of Building services; snow, ice, trash and garbage removal and pest control; identification and directional signs and other traffic control items; parking, loading and unloading areas and other common areas, facilities or equipment; fire and other casualty, liability, plate glass, theft, worker's compensation, pressure vessel and rent insurances; depreciation of machinery and other equipment for Building services and interior and exterior common area finishes and amenities; janitorial services, cleaning the property including maintenance of windows and other glass surfaces, Building facade, sidewalks, parking, loading and unloading areas; sales, use excise taxes and fees; management fees and charges; costs required by the application or enforcement of federal, state and local statutes, codes, regulations and rulings; modifications of the HVAC and other Building systems by which Landlord provides Building services; the fair rental value of any reasonable amount of office space in the Building used as an office for the on-site property manager; legal fees and other fees of consultants, engineers and other design professionals, appraisers, accountants and auditors; gazebos, fountains, sculptures, art features, fencing, screening and similar items located within or outside the Building, interior and exterior planting, replanting and replacing flowers, shrubbery, plants trees and other landscaping, awnings and other Building amenities; fees, licenses, permits and charges by governmental and quasi-governmental bodies or agencies; supplies, tools, reserve, parts, postage, deliveries, business machines and office equipment; all other sums necessarily and reasonably incurred by Landlord in the proper operation and maintenance of a first-class Building EXCLUDING HOWEVER, Landlord's general corporate overhead and administrative expenses unrelated to the operation and management of the Building; fees paid to affiliates of Landlord to the extent that such fees exceed the customary amount charged for the services provided by unaffiliated persons or entities of similar skill, competence and experience; expenses incurred by Landlord in connection with any financing, sale or syndication of the Premises; penalties, fines and other costs incurred due to violation by the Landlord of any lease or governmental requirements applicable to the Premises; depreciation (other than as above specified), the cost of any repair or replacement required of Landlord pursuant to the reconstruction obligations of Subsection 13.A, the expenses incurred in leasing or procuring new tenants, legal expenses in enforcing the terms of any lease, interest or amortization payments on any mortgage or mortgages, capital improvements specifically for a tenant within such tenant's space (other than as specified below). Additionally, if Landlord shall purchase any item of capital equipment or make any capital expenditure as described above, then the costs for same shall be amortized on a straight line basis beginning in the year of installation and continuing for the useful life thereof, but not more than ten (10) years, or such shorter time as may be hereinafter provided, with a per annum interest factor equal to two percent (2%) over the "Prime Rate" (as hereinafter defined) for the date any such item is placed in service. The amount of amortization for such costs shall be included in OMC Sum for each year to which the amortization relates. Tenant agrees that the determination by Landlord's accountant of the useful life of the subject of such capital expenditures shall be binding on Tenant. If Landlord shall lease such item of capital equipment, then the rental or other operating costs paid pursuant to such lease

shall be included in the OMC Sum for each year in which they are incurred. Notwithstanding the foregoing, as an alternative cost recovery method, if Landlord shall effectuate savings in labor or energy-related costs as a result of the installation of new devices or equipment, then Landlord may elect to include up to the full amount of any such savings in each year (beginning with the year in which the equipment is placed in service) as an operating expense until Landlord has recovered thereby the cost of installation of said devices or equipment and interest thereon as above provided, even if the result of such application will result in the amortization of such costs over a period shorter than the useful life of such installation. Landlord shall notify Tenant in writing if Landlord elects to apply such savings to the cost of such equipment and shall include a statement of the amount of such savings in the OMC statement for each applicable year.

B. "Taxes" (or "Tax") shall mean all real property taxes and personal property taxes, charges and assessments which are levied, assessed upon or imposed by any governmental authority or by any special service district or its equivalent during any calendar year of the Term and any extensions thereof with respect to the Building and any improvements, fixtures and equipment and all other property of Landlord, real or personal, located in the Building together with the reasonable costs and expenses (including attorney's fees, expenses and court costs) of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments. In addition, Taxes shall include, without limitation, any capital levy or other tax on the gross rents or gross receipts, or any such tax, assessment, levy or charge imposed upon the act of entering into this Lease or any other lease of space in the Building or on the use and occupancy of said Building or any part thereof with respect to the Property, or a federal, state, county, municipal or other local income, franchise, business privilege, profit, excise or similar tax, assessment, levy or charge measured by or based, in whole or in part, upon any such gross rents or gross receipts. If at any time during the Term the present system of taxation of property shall be changed or supplemented so that in lieu of or in addition to the tax on property there shall be assessed on Landlord or the Property any tax of any nature which is imposed in whole or in part, in addition to or in substitution for or in lieu of any tax which would otherwise constitute a Tax, such shall be deemed to be included within the terms Taxes, but only to the extent that the same would be payable if the Property were the only property of Landlord.

C. "Tenant's OMC Percentage" is that percentage specified in Section 1(K).

D. "Tenant's OMC" means the OMC Sum for a calendar year included within the Term and any extension thereof, less the OMC Sum for the Base Year specified in Section 1(J), multiplied by Tenant's OMC Percentage.

E. "Tenant's Tax Percentage" is that percentage specified in Section 1(M).

F. "Tenant's Tax Charge" means the Taxes for a calendar year included within the Term or any extensions thereof, less the Taxes for the Base Year specified in Section 1(L), multiplied by Tenant's Tax Percentage.

G. "Tax Year" shall mean each calendar year, or such other period of twelve (12) months, which may be duly adopted as the fiscal year for payment of Taxes by the governmental unit in which the Building is located.

H. "Prime Rate" shall mean the rate of interest at all times equal to the rate of interest identified as the "Prime Rate" in the Money Rates Section of the Wall Street Journal, or a substantially equivalent publicly announced rate of interest chosen by Landlord in the event the Wall Street Journal ceases to publish a Prime Rate.

6. TENANT'S OMC AND TENANT'S TAX CHARGE.

A. Annual Adjustment. During each calendar year or portion thereof included in the Term and any extension thereof, Tenant shall pay Landlord as additional rent Tenant's OMC and Tenant's Tax Charge.

B. Procedures.

(1) During December of each calendar year, or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of the amounts of Tenant's OMC payable for the ensuing calendar year. On or before the first day of each month during each calendar year, Tenant shall pay to Landlord one-twelfth (1/12) of the amounts estimated as aforesaid. If at any time or times it appears to Landlord that the sums payable under Section 6(A) above for the current calendar year will vary from its estimate by more than five percent (5%), Landlord shall, by notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

(2) If Taxes for any Tax Year occurring during the Term of this Lease shall be greater than the Base Year Taxes, Tenant shall pay to Landlord as additional rent, an amount equal to Tenant's Tax Charge with respect to said Tax Year. If less than a full twelve (12) month period of a Tax Year is included within the Term of this Lease, Tenant's Tax Charge shall be prorated on a per diem basis for such partial Tax Year. Tenant's Tax Charge for each Tax Year shall be paid as follows:

(a) After receipt of a bill for Taxes, Landlord shall furnish Tenant a statement detailing the amount of the bill and the Base Year Taxes. Within fifteen (15) days following the receipt of such statement, Tenant shall pay to Landlord the amount, if any, by which the Tenant's Tax Charge for such Tax Year exceeds the total amount, if any, of payments made pursuant to subsections (b) and (c) below on account of the Tenant's Tax Charge. Tenant's obligations hereunder shall survive the expiration of the Term or termination of the Lease.

(b) Notwithstanding the foregoing subsection (a), if at any time after execution of this Lease, Landlord receives a bill for Taxes in excess of the Base Year Taxes or a notice of any governmental action which could effect an increase in Taxes over the Base Year Taxes including, but not limited to, notice of any increase in assessment or of a forthcoming increase in the real estate tax rate, or that the Building is not entitled to the benefit of any tax abatement program pursuant to which Landlord has previously determined Tenant's Tax Charge or that the validity of any tax abatement program applicable to the Building has been challenged by appropriate legal proceedings, Landlord may notify Tenant that Landlord elects to receive payment in installments in advance as an estimate on account of Tenant's Tax Charge or to increase installments presently being paid by Tenant if Tenant is

required to make monthly payments pursuant to subsection (c) below. Landlord's notice shall be in writing and shall specify the amount due, or estimated to become due, and the amount of each installment or increased installment to be paid by Tenant. Payments in the amount of the installment (or increase in installment) set forth in Landlord's notice shall be due monthly as additional rent concurrently with payments of minimum rent beginning with such first payment due after the date of Landlord's notice, and shall continue on the first day of each month until and including the month in which Tenant makes payment in full of Tenant's Tax Charge.

(c) After payment of the full amount of Tenant's Tax Charge (less any payments made pursuant to subsection (b) above or this subsection (c) on account of the Tax Charge) for any Tax Year, Tenant shall continue to pay one-twelfth (1/12) of the Tenant's Tax Charge monthly, together with payments of Minimum Rent as an estimate and on account of the Tenant's Tax Charge for the following Tax Year, which payments shall continue until receipt by Tenant of a statement which revises the amount of Tenant's Tax Charge or receipt of a notice from Landlord pursuant to subsection (b) above increasing the amount of monthly estimated payments.

(3) Within ninety (90) days after the close of each calendar year or as soon after such ninety (90) day period as practicable, Landlord shall deliver to Tenant a statement of the adjustments to be made pursuant to Section 6(A). If on the basis of such statement Tenant owes sums less than the payments for such calendar year previously made by Tenant on account of Tenant's Tax Charge or Tenant's OMC, Landlord shall credit such excess to Tenant. If on the basis of such statement Tenant owes sums more than the estimated payments for such calendar year previously made by Tenant, on account of Tenant's Tax Charge or Tenant's OMC, Tenant shall pay the deficiency to Landlord within fifteen (15) days after delivery of the statement. Tenant's obligations hereunder shall survive the expiration of the Term or the termination of the Lease.

(4) In determining Tenant's OMC payable pursuant to Section 6(A) for any calendar year during the Term:

(a) if less than ninety-five percent (95%) of the Building rentable area shall have been occupied by tenants and fully used by them, at any time during the year, the OMC Sum shall be deemed to be an amount equal to the OMC Sum which would normally be expected to be incurred had such occupancy been ninety-five percent (95%) and had such full utilization been made during the entire period; and,

(b) if Landlord is not furnishing any particular work or service (and such work or service is by agreement to be furnished by a tenant and the cost of which if furnished by Landlord would constitute an item within the OMC Sum) then the OMC Sum shall be deemed to be increased by the sum for the items which would reasonably have been incurred during such period by Landlord if Landlord had at its own expense furnished such work or service to such tenant.

(5) Notwithstanding anything contained in this Lease to the contrary, in calculating the OMC Sum and/or Taxes, Landlord, in its sole discretion, may make allocations of certain items between the office building portion of the Building of which the Premises is a part and, if applicable, the retail portion, which calculations need not be based on relative size or use.

C. Use and Occupancy Tax: Special Services District Assessment. Tenant shall pay to Landlord, on demand, any use and occupancy tax (or its equivalent) and/or special services district assessment, or any similar taxes or assessments, imposed on the Premises. Landlord shall have the same rights and remedies for the non-payment of such items that it has upon Tenant's failure to pay hereunder. Landlord agrees to pay the sums collected by it to the appropriate governmental authorities in a timely manner, and will pay any penalties or interest occasioned by Landlord's delay in remitting such sums.

7. IMPROVEMENT OF THE PREMISES.

A. Landlord's Construction Obligations. Landlord hereby agrees to perform certain construction work in order to prepare the Premises for the initial occupancy by Tenant ("Landlord's Work"). The nature and extent of such Landlord's Work shall be in accordance with Exhibit "A" and "B" hereof. Any work on such Final Plans which is beyond the scope of Building Standards set forth in Exhibit "A" and Exhibit "B" shall be performed at the sole and exclusive cost and expense of Tenant.

B. Costs of Plans/Landlord's Work. Landlord agrees to pay the costs of completing the Landlord's Work and the cost of the preparation, modification and revision of all plans and specifications for the Premises including the Nickel Plan, electrical, mechanical, lighting and space design plans.

C. Alterations. Tenant shall not make any alterations, additions, or other improvements to the Premises or install any fixtures or equipment thereto (collectively "Alterations"), without the Landlord's prior written approval. Said approval shall not be unreasonably withheld, conditioned or denied. Landlord's prior written approval shall not be required for decorative or minor alterations the cost for which does not exceed \$5,000 per annum. All Alterations to the Premises shall be performed at Tenant's sole cost and expense by Landlord or, at Landlord's option, by Tenant in accordance with drawings and specifications prepared at Tenant's sole cost and expense, which drawings and specifications shall be consistent with the standards applicable thereto set forth in Exhibit "D" attached hereto. So long as Tenant is not in default hereunder, Tenant shall have the right but, except as stated in the succeeding sentence, not the obligation to remove any of said Alterations which constitute trade fixtures during and at the expiration of the Term and any extension thereof, provided that Tenant repairs any damage caused by said removal. Landlord, by notice to Tenant in writing at the time that it approves any Alteration, may request that Tenant remove any of said Alterations, and, if Landlord makes said request, Tenant shall remove on or before the date on which the Term ends such Alterations as are stated in such request and repair any damage caused by such removal. In the event that Landlord requests such removal and Tenant fails to remove same or to repair any damage caused thereby, Tenant agrees to reimburse and pay Landlord for the reasonable cost of removing same including, without limitation, reasonable charges for overhead and damage. All of the Alterations remaining on the Premises after the date on which the Term ends, or at such sooner termination date, shall become the property of Landlord. In doing any work of installation, removal, alteration or relocation, Tenant shall not harm the Premises or the Building and shall repair all damage or injury that may occur to the Premises or the Building in connection with such work and shall otherwise comply with Exhibit "E" attached hereto. Tenant agrees in doing any such work in or about the Premises to engage only such labor as will not conflict with or

cause strikes or other labor disturbances among the Building service employees. Any contractors employed by Tenant for such work shall comply with the requirements of Exhibit "E" ("Landlord's Requirements") annexed hereto and hereby made a part hereof and shall further be approved by Landlord in writing before the commencement of such work, but Landlord shall not unreasonably withhold its approval or consent. In all events all such contractors shall be required to employ only union labor in the performance of such work, carry worker's compensation insurance, public liability insurance and property damage insurance in amounts, form and content and with companies satisfactory to Landlord. Prior to the commencement by Tenant of any work as set forth in this Section 7(C), Tenant must obtain, at its sole cost and expense, all necessary permits, authorizations, licenses and other approvals required by the various governmental authorities. Upon completion of any such work, Tenant shall pay to Landlord an amount equal to four percent (4%) of the cost of such work, to reimburse Landlord for the cost of coordination and final inspection of the work.

D. Liens. No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall place such contractual provisions as Landlord may request in all contracts and subcontracts for Tenant's improvements assuring Landlord that no mechanics' liens will be asserted against Landlord's interest in the Premises or the property of which the Premises are a part. Prior to commencing any new construction, renovations, alterations, or any other work in the Premises, Tenant shall cause its general contractor to execute and file in the Prothonotary's Office for the County in which the Building is located a waiver of the right to file mechanics' liens against the Premises and the Building in a form approved by Landlord. Tenant shall provide Landlord with copies of all filed mechanics' lien waivers before the commencement of any work in the Premises will be authorized by Landlord. Landlord shall have the right to post and keep posted in the Premises notices of nonresponsibility, or such other notices as Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Premises. If any petition to establish a mechanic's lien, actual mechanic's lien or any other comparable lien shall at any time be filed against the Premises or the property of which the Premises are a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith (and in all events prior to foreclosure and so as not to in any manner affect the financing or sale of Landlord's Buildings or any construction loans or draws therefor) cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded within thirty (30) days (or such shorter period as may be required to prevent enforcement or foreclosure of the lien or so as not to affect the sale or financing of Landlord's Buildings or construction draws therefor) after notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due. In the event that any proceeding is commenced against Landlord on any such lien, whether or not same has been bonded by Tenant, Tenant shall, at Landlord's election, either defend Landlord in such action and pay all costs of such defense or indemnify and hold Landlord harmless for all costs, including attorney's fees, incurred by Landlord in defending any such action. Any amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord either in defending against such lien or action or in procuring the bonding or discharge of such lien, together with

interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rental.

8. BUILDING SERVICES. Landlord shall provide, within Building standards for each item, the following services and facilities ("Building Services"):

A. HVAC. Heating, ventilation and air conditioning ("HVAC"), Monday to Friday from 8:00 A.M. to 6:00 P.M. and Saturdays from 8:00 A.M. to 1:00 P.M. (excluding, however, all federal, state and municipal holidays). All costs of overtime HVAC (including supplemental HVAC units) shall be charged to Tenant as additional rent at prevailing Building standard rates, which are presently \$10 per heat pump per hour for 1-5 ton heat pumps and \$25 per heat pump per hour for 6-10 ton heat pumps. Tenant agrees to cooperate fully with Landlord and any governmental agency regulating availability of HVAC systems and shall abide by all the regulations and requirements which Landlord or such government regulating same may reasonably prescribe for the proper functioning and protection of the HVAC systems. Such regulations and requirements include a prohibition against the use of the Premises or equipment or fixtures which would generate heat from loads in excess of **four (4) watts per usable square foot** of total connected load without the prior consent of Landlord, which consent may be withheld unless Tenant reimburses Landlord for all costs and expenses relating to the installation and supply of supplemental HVAC and electrical systems.

B. Electricity. Landlord shall supply electric current for (1) Building standard level of illumination using standard fixtures of Landlord's choice; and (2) normal small business machines connected to Building Standard 120-volt single phase outlets during the normal hours of operation set forth in Section 8(a); however, Landlord's agreement to furnish electricity does not include electricity in excess of **four (4) watts per usable square foot** for any use, equipment or fixture requiring a greater voltage than specified herein.

C. Ancillary Maintenance:

- (1) Maintenance of service of the public toilet rooms in the Building;
- (2) Maintenance of Building standard door hardware installed in the Premises by Landlord;
- (3) Maintenance of floor coverings in the common area;
- (4) Cleaning of outside and inside of exterior window panes; and
- (5) Cleaning and maintenance of common areas of the Building.

D. Elevators. Passenger elevator service during the Building's business days and hours, and service via at least one (1) car at all other times.

E. Janitorial. Janitor service, including cleaning of space, dusting of furniture and vacuuming in scope and quality consistent with other first class buildings similar to the Building in Center City Philadelphia. Tenant shall reimburse Landlord for all additional cleaning expenses incurred,

including, without limitation, for garbage and trash removal expenses, over and above the normal cleaning and other janitorial service provided by Landlord due to the presence of an eating area within the Premises; the installation of food and beverage dispensing machines or otherwise. No food or beverage dispensing machines shall be installed by the Tenant without the prior written consent of Landlord.

F. Water. Hot and cold water for lavatory purposes. If Tenant otherwise requires a domestic water line within the Premises, Tenant shall pay the cost thereof and consumption as shown on a meter to be installed and maintained at Tenant's sole cost and expense to measure such consumption.

G. Meters. In the event Tenant shall require utility services in excess of those provided in accordance with the Section 8(B), Landlord reserves the right to require Tenant to install or, in the alternative, may elect to install, meters for purposes of calculating Tenant's usage. Such utility meters shall be installed, maintained and repaired by Tenant in accordance with the provisions hereof, at Tenant's sole cost and expense. All utility meters installed in the Premises shall be of the standard, capacity, model and type specified by Landlord. The use of any meters deviating in any manner from the specifications set forth therein must be approved in writing by Landlord prior to the installation of such meters in the Premises and Landlord reserves the right to alter such specifications from time to time during the Term of this Lease, following which Tenant, at its sole cost and expense, may be required to modify its existing meters and/or install new meters in place of existing meters to meet the new specifications. In the event Tenant fails to install, maintain and/or repair utility meters at the Premises in accordance herewith as same may be revised from time to time, and such failure continues for a period of thirty (30) days following Tenant's receipt of the notification of the need for such repair from Landlord or the utility provider, Landlord may install, maintain or make such repairs or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental the cost of such installation, maintenance or repairs together with interest thereon at the default rate until paid.

9. LIMITATION REGARDING SERVICES. Landlord does not warrant that the Building Services specified in Section 8 hereof shall be free from any slow-down, interruption or stoppage pursuant to voluntary agreement by and between Landlord and governmental bodies and regulatory agencies, or caused by the maintenance, repair, substitution, renewal, replacement to improvements or any of the equipment involved in the furnishing of any such Building Services, or caused by changes of services, alterations, strikes, lockouts, labor controversies, fuel shortages, accidents, acts of God or the elements or any other cause whatsoever. Specifically, no such slow-down shall be construed as an eviction, actual or constructive, of Tenant, nor shall same cause any abatement of rent payable hereunder or in any manner or for any purpose relieve Tenant from any of its obligations hereunder. In no event shall Landlord be liable for damage to persons or property or be in default hereunder as a result of such slow-down, interruption or stoppage.

10. CARE OF PREMISES.

A. Landlord Maintenance. Landlord shall make, at its sole cost and expense (except to the extent included in the OMC Sum), all repairs necessary to maintain the plumbing, HVAC and electrical systems, windows, floors and all other Building Standard items which constitute a part of the Premises

and are installed or furnished by Landlord. Landlord shall complete any of such repairs within a reasonable period of time after written notice from Tenant that such repair is needed. Landlord shall not incur liability to Tenant for failure to do so unless such failure is caused by Landlord's negligence or willful misconduct. In no event shall Landlord be obligated under this Section 10 to repair Tenant's personal property or any damage caused by any act, omission, accident or negligence of the Tenant or its invitees or subtenants. Landlord shall not be liable by reason of any damage or injury to or interference with Tenant's business arising from any repairs, alterations, additions, improvements or other work, in accordance with this Lease in or to the Premises or the Building or to any appurtenances or equipment therein. In making such repair Landlord shall use reasonable efforts not to interfere with the conduct of Tenant's business. There shall be no abatement of Minimum Rent or additional rent because of such repairs or alterations, additions, improvements or other work, except as provided in Section 13 hereof.

B. Tenant Maintenance. Except for repairs which Landlord is obligated to make under Section 10(A) and Landlord's obligations under Section 8 Tenant shall perform all work, at Tenant's sole cost and expense, necessary to maintain the Premises and shall keep the Premises and the fixtures therein in good, clean, neat and orderly condition. All such work shall be in quality at least equal to the original work and installations. If the Tenant refuses or neglects to do such work, or fails to diligently prosecute the same to completion after written notice to Tenant of the need therefor, Landlord may do such work at the sole cost and expense of Tenant and such cost and expense shall be collectible as additional rent, together with a four percent (4%) supervisory charge.

11. NEGATIVE COVENANTS OF TENANT. Tenant agrees that it will not do or suffer to be done any act, matter or thing objectionable to the fire and casualty insurance companies whereby the fire and casualty insurance and other insurance now in force or hereafter to be placed on the Premises or the Building (or any portions thereof) shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the Commencement Date. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as additional rent any and all increases in premiums on insurance carried by Landlord on the Premises or the Building (or any portions thereof) so caused by Tenant. Tenant shall not commit or allow to be committed any waste upon the Premises or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other occupant of the Building. Tenant shall not without the prior written consent of Landlord install any equipment, machinery or fixtures which will overload the Building or any portion thereof or which will cause any substantial noise, vibration or fumes. If any of Tenant's office machines and equipment should create noise, vibration, fumes or otherwise disturb the quiet enjoyment of any other occupant in the Building, Tenant shall provide adequate insulation or take such other action as may be necessary to eliminate the disturbance. In addition, Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Premises resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant, Tenant shall not place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises or use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Building, which is in any manner audible or visible outside of the Premises; permit undue accumulations of or

burn garbage, trash, rubbish or other refuse within or without the Premises; cause or permit objectionable odors in Landlord's opinion to emanate or to be dispelled from the Premises; solicit business in any Common Area; distribute handbills or other advertising matter in any Common Area; receive or ship articles of any kind outside the designated loading areas for the Premises; place or suffer to be placed on the exterior of the Premises, or in the interior of the Premises if visible from the exterior of the Premises, any signage relating to any bankruptcy or liquidation-type sale, notwithstanding any court order permitting such sale and Tenant further agrees that any signage which may be allowed by Court Order shall nevertheless comply with the signage requirements of this Lease and Schedules and Exhibits thereto, and shall in no event exceed "20 x 24". Furthermore, Tenant shall not use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for office/professional buildings conducted in accordance with good and generally accepted standards of operation; place a load upon any floor which exceeds the floor load which the floor was designed to carry; operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the Common Area or from the premises of any other tenant or occupant of the Building; nor shall it prepare or store any food or food items on the Premises except as otherwise permitted by Landlord in writing.

12. SUBLETTING AND ASSIGNING.

A. General Restriction. Except as expressly permitted pursuant to this Section 12, Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. The Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

B. Consent. If, at any time or from time to time during the Term and any extensions thereof, Tenant desires to sublet all or any part of the Premises, or assign this Lease, Tenant shall give written notice to Landlord thereof, which notice shall contain the name, address and description of the business of the proposed assignee or subtenant, its most recent financial statement and other evidence of financial responsibility, its intended use of the Premises, and the terms and conditions of the proposed assignment or subletting. Landlord shall have the option, exercisable by notice given to Tenant within twenty one (21) days after receipt of Tenant's notice, of reacquiring the portion of the Premises proposed to be sublet or assigned and terminating the Lease with respect thereto. If Landlord does not exercise such option, provided that Tenant is not in default, Tenant shall be free to sublet such space or assign this Lease to such proposed assignee or subtenant, subject to the following:

(1) the consent of Landlord, it being understood and agreed by the parties hereto that it will not be unreasonable for Landlord to withhold consent if the reputation, financial responsibility, or business of a proposed assignee or subtenant is unsatisfactory to Landlord, or if Landlord deems such business to not be consistent with the other occupants in the Building, or if the intended use by the proposed assignee or subtenant conflicts with any written commitment made by Landlord to any other occupant in the Building, in each case, in Landlord's commercially reasonable opinion;

(2) if the space is not subleased or assigned within twenty one (21) days from the

expiration of Landlord's option as set forth above, or any subsequent option as provided in this Section 12(B)(2), Tenant shall, prior to entering into a sublease or an assignment of said space, once again give Landlord written notice and Landlord shall have twenty one (21) days after the receipt thereof of reacquiring that portion of the Premises and terminating the Lease with respect thereto;

(3) no sublease or assignment shall be valid and no subtenant or assignee shall take possession of the space subleased or assigned until an executed counterpart of agreement of sublease or assignment has been delivered to and approved by Landlord;

(4) no subtenant or assignee shall have a right further to sublet or assign nor exercise any of the Tenant's rights set forth in Section 12 hereof; and

(5) any sums or other economic consideration received by Tenant as a result of such subletting or assignment whether denominated rentals under the sublease or otherwise, which exceed, in the aggregate, the total sums which Tenant is obligated to pay Landlord under this Lease (pro-rated to reflect obligations allocable to that portion of the Premises subject to such sublease or assignment) shall be payable to Landlord as additional rent under this Lease without affecting or reducing any other obligation of Tenant hereunder.

(6) such assignee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for all payments and for the due performance of all terms, covenants, conditions and provisions contained in this Lease and no such assignment shall be binding upon Landlord unless the assignee shall deliver to Landlord an agreement acceptable to Landlord containing a covenant of assumption by the assignee.

(7) Tenant's payment to Landlord, on demand, of Landlord's reasonable costs, including attorney's fees, in responding to any requests by Tenant for Landlord to consent to any assignment or subletting, not to exceed \$1,500.00.

(8) if Landlord consents to any assignment or subletting as provided herein, Tenant shall pay to Landlord: (i) the sum of Five Hundred (\$500.00) Dollars to cover Landlord's administrative costs, overhead and counsel fees in connection with such assignment or subletting; and (ii) any reasonable, actual and documented additional costs and expenses incurred by Landlord in connection with such assignment or subletting, including but not limited to the cost of any and all plan and design reviews.

C. Future Compliance: Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignment or subletting or may execute amendments or modifications to this Lease with assignees of Tenant without

notifying Tenant or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease, except as set forth above.

D. Other Assignments or Sublettings.

(1) If Tenant is a corporation or limited liability company, any dissolution, liquidation, merger, consolidation or other reorganization of such corporation or any transfer of a controlling percentage of the corporate stock or ownership interest of Tenant (whether in a single transaction or cumulatively) shall constitute an assignment of this Lease for all purposes of this Section 12.

(2) If Tenant is a partnership and if, at any time, during the Term or any extension thereof the person or persons who, at the time of the execution of this Lease, own the partners' interest cease to own the partners' interest (except as a result of transfers by bequest or inheritance), such cessation of ownership shall constitute as assignment of this Lease for all purposes of this Section 12.

13. FIRE OR OTHER CASUALTY.

A. Landlord's Obligation to Repair and Reconstruct. If the Premises shall be damaged by fire, the elements, accident or other casualty, including damages or casualties of war (any of such causes being referred to herein as a "Casualty"), but the Premises shall not thereby be rendered wholly or partially untenantable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of Rental. If, as the result of Casualty, the Premises shall be rendered wholly or partially untenantable, then, subject to the provisions of Section 13.B., Landlord shall cause such damage to be promptly repaired and all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be abated proportionately as to the portion of the Premises rendered untenantable during the period of such untenantability. All such repairs shall be made at the expense of Landlord, but Landlord shall not be required to perform any work beyond providing Tenant with demising walls, in the Premises, taped, spackled and ready for paint, and bringing utility services to the point of connection for use in the Premises. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and any property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly. Tenant acknowledges notice that (1) Landlord shall not obtain insurance of any kind on Tenant's furniture, floor and wall coverings, furnishings, equipment or fixtures, alterations, improvements and additions, (2) it is Tenant's obligation to obtain such insurance at Tenant's sole cost and expense and restore or repair all such items, and (3) Landlord shall not be obligated to repair any damage thereto, replace the same or otherwise do any work thereto.

B. Reconstruction. If, in the sole opinion of Landlord in its commercially reasonable discretion, (1) the Premises are rendered substantially untenantable by reason of such fire or other casualty, or (2) twenty percent (20%) or more of the Premises is damaged by said fire or other casualty and less than six (6) months would remain of the Term or any extension thereof upon completion of the required repairs thereto, Landlord or Tenant shall have the right, to be exercised by notice in writing

delivered to the other within thirty (30) days from and after such occurrence, to elect to terminate this Lease and, in such event, this Lease, the Term and the tenancy hereby created shall cease as of the date of such occurrence, the Rent to be adjusted as of such date.

C. Substantial Damage. If the Building, in the sole opinion of the Landlord, in its commercially reasonable discretion shall be substantially damaged by fire or other casualty (regardless of whether or not the Premises were damaged by such occurrence), Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after such occurrence, to terminate this Lease and, in such event, this Lease, the Term and the tenancy hereby created shall cease as of the date of such termination unless terminated as of the date of such occurrence in accordance with Section 13(B) hereof, the Rent to be adjusted as of the date of such termination.

D. Contribution. Anything in this Section 13 to the contrary notwithstanding, if the damage resulted from or was contributed by the negligence or willful misconduct of Tenant or its subtenants or invitees, there shall be no abatement of Rent except and to the extent Landlord received proceeds from Landlord's rental income insurance policy, if any, to compensate Landlord for loss of Rent.

14. LIABILITY.

A. Damage in General. Except to the extent caused by the negligence or willful misconduct of Landlord, Mortgagee, Manager and their respective agents, servants, and employees, such parties shall not be liable for, and Tenant hereby releases and relieves Landlord, Manager and their respective agents, servants, and employees from, all liability in connection with any and all loss of life, personal and bodily injury, damage to or loss of property, consequential damages, loss or interruption of business occurring to Tenant, subtenants, invitees or any other person in or about or arising out of the Premises from, without limitation, (1) any fire, other casualty, accident, occurrence or condition in or upon the Premises or the Building; (2) any defect in or failure of: (a) plumbing, sprinkler, electrical, HVAC systems, or any other equipment or systems of the Premises or the Building, and (b) the vertical transportation, stairways, railings or walkways of the Building; (3) any steam, fuel, oil, water, rain or snow that may leak into, issue or flow from any part of the Premises or the Building from the drains, pipes or plumbing, sewer or other installation of same, or from any other place or quarter; (4) the breaking or disrepair of any installations, equipment and other systems; (5) the falling of any fixture or well or ceiling materials; (6) broken glass; (7) latent or patent defects; (8) the exercise of any rights by Landlord or Manager under the terms and conditions of this Lease; (9) any acts or omissions of the other tenants or occupants of the Building or of nearby buildings; (10) any acts or omissions of other persons; (11) theft, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or any order of any governmental authorities having jurisdiction over the Premises.

B. Indemnity. Tenant shall defend, indemnify and hold harmless Landlord, Mortgagee, Manager and their respective agents and employees from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted by reason of any of the following which shall occur during the Term, or during any period of time prior to the Commencement Date when Tenant may have been given access to or possession of all or any portion of the Premises:

(1) any work or act done in, on or about the Premises or any part thereof, unless such work or act is done or performed by Landlord or its agents or employees;

(2) any negligence or other willful misconduct on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;

(3) Tenant's use and occupancy of the Premises and/or any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof unless caused by the negligence or willful misconduct of Landlord, its employees or agents; and

(4) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

The aforesaid indemnity obligations of Tenant shall survive the expiration of the Term or the termination of the Lease.

15. INSURANCE.

A. Insurance Requirements. During the Term and any extension thereof, Tenant shall obtain and maintain and promptly pay all premiums for the following types of insurance in the amounts specified and in the form heretofore provided for:

(1) Public Liability and Property Damage. General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily or personal injury or death, and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than \$3,000,000.00 combined single limit in respect of injury or death to any number of persons arising out of any one occurrence. The insurance coverage required under this Section shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 14. The general aggregate limits under the General Public Liability Insurance policy or policies must apply separately to the Premises and to Tenant's use thereof. Accordingly, if Tenant obtains General Public Liability Insurance hereunder in the Commercial General Liability form of policies, or its equivalent as determined by Landlord, Tenant shall also obtain Insurance Services Office ("ISO") Endorsement CG-25-04-1 1-8 5, Amendment-Aggregate Limit of Insurance (Per Location) or its equivalent as determined by Landlord (the "Endorsement"). The policy of insurance evidencing the Commercial General Liability form of policies and the Endorsement shall specify therein that the limits of such policies apply separately to the Premises.

(2) Tenant Leasehold Improvements and Property. Insurance covering: (a) all of the items of leasehold improvements purchased with the Required Excess Funds (such insurance is hereinafter referred to as the "Leasehold Improvement Insurance"); (b) all other Tenant's leasehold improvements performed by, or at the direction of Tenant including heating, ventilating and air conditioning equipment and other alterations and additions made by Tenant pursuant to this Lease; and (c) trade fixtures, merchandise and personal property from time to time in, on or upon the Premises. All such insurance coverage shall be in amounts not less than one hundred percent (100%) of the full

replacement cost from time to time during the Term, providing protection against perils included within the standard state form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. The policy required by subsection (a) above shall name Landlord as loss Payee. All other policy proceeds from insurance coverage carried by Tenant pursuant to (b) and (c) above shall be held in trust by Tenant's insurance company for the repair, reconstruction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 13.

(3) Workers' Compensation and Employer's Liability. Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$1,000,000.00.

B. Additional Requirements. All policies of insurance provided for in this Section 15 shall be issued in form acceptable to Landlord by insurance companies with a financial size of not less than A VIII as rated in the most current available "Best's Insurance Reports," and qualified to do business in the state in which Landlord's Building is located. Each and every such policy:

(1) except for Worker's Compensation and Employer's Liability insurance, shall be issued in the name of Tenant with Landlord, Manager and Landlord's mortgagee, if requested, as additional insureds and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant;

(2) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest;

(3) shall (or a copy thereof) be delivered to each of Landlord and any such other parties in interest within ten (10) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(4) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(5) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

C. Blanket Insurance. Any insurance provided for in this Section may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(1) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear;

(2) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance;

(3) any such policy or policies except any covering the risks referred to in Section 15(A)(1) shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's improvements and property more specifically detailed in Section 15(A)(2) and shall specifically name the Building of which the Premises is a part; and

(4) the requirements set forth in this Section are otherwise satisfied.

D. Inspection of Policies. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant with respect to the Premises for which policies or copies thereof are not delivered to Landlord.

E. Waiver. Tenant and Landlord, respectively, hereby release each other from any and all liability or responsibility to the other for all claims or anyone claiming by, through or under it or them by way of subrogation or otherwise for any loss or damage to property covered by insurance, whether or not such insurance is maintained by the other party or a party self-insures perils covered thereby. Each party shall request that its insurance carrier affirmatively endorse its policies of insurance so that such waiver of subrogation is added to such policies.

F. Increase of Insurance. Notwithstanding the requirements as set forth above, Tenant's insurance obligations hereunder shall be subject to additional and/or different types of insurance, including a change in the character and/or amount of insurance required hereunder, at any time, and from time to time, during the Term if Landlord, in the exercise of its reasonable judgment, shall deem same necessary. Within twenty (20) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that it has complied with such demand.

G. Self Insurance. Notwithstanding anything to the contrary contained herein, Tenant may, subject to the conditions of this Section, self-insure with respect to Tenant's leasehold improvements, trade fixtures, equipment, merchandise, furnishings, and personal property. It is understood and agreed that Tenant's right of election to self-insure shall be exercisable only during such time as Tenant's net worth equals or exceeds Twenty Million Dollars (\$20,000,000.00). Tenant shall certify said net worth annually and at such other times as Landlord may reasonably require. Landlord will be so assured by Tenant's self-insurance so long as Tenant's net worth does not fall below the amount set forth above. TENANT MAY NOT SELF-INSURE WITH RESPECT TO LIABILITY INSURANCE.

16. EMINENT DOMAIN.

A. Total or Partial Taking. If the whole of the Premises shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then, in such event, the Term shall cease and terminate from the date when possession is taken thereunder pursuant to such proceeding or purchase. The Rent shall be adjusted as of the time of such termination and any Rent paid for the period thereafter

shall be refunded. If a portion only of the Premises or a portion of the Building containing same shall so be taken (even though the Premises may not have been affected by the taking of some other portion of the Building containing same), Landlord may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase or Landlord may elect to repair and restore Landlord's Work, at its own expense, in the portion not taken and thereafter the Rent shall be reduced proportionate to the portion of the Premises taken.

B. Award. In the event of any total or partial taking of the Premises or the Building, Landlord shall be entitled to receive the entire award in any such proceeding and Tenant hereby assigns any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof and hereby waives all rights against Landlord and the condemning authority, except that Tenant shall have the right to claim and prove in a completely separate proceeding and to receive any award which may be made to Tenant, if any, specifically for damages for loss of good will, movable trade fixtures, equipment and moving expenses, provided that such award in no way diminishes or adversely affects Landlord's award.

C. Unsafe Conditions. If the Premises or the Building are declared unsafe by any duly constituted authority having the power to make such determination, or are the subject of a violation notice or notices requiring work, Landlord, at its option, may do the required work or may terminate this Lease and in the latter event, Tenant shall immediately surrender the Premises to Landlord whereupon this Lease shall terminate and the rent shall be apportioned as of the date of such termination.

17. DEFAULT AND REMEDIES.

A. Events of Default. The occurrence of any of the following shall constitute a material breach of the Lease by Tenant and an Event of Default:

(1) failure of Tenant to take possession of the Premises within fifteen (15) days after written notice to Tenant that the same are Substantially Completed;

(2) abandonment of the Premises by Tenant;

(3) a failure by Tenant to pay, when due, any installment of Rent hereunder or any such other sum herein required to be paid by Tenant (including without limitation the Required Excess Funds) where such failure continues for five (5) days after written notice thereof to Tenant provided that Landlord shall not be obligated to send such notice more than twice in any one (1) calendar year; and further provided however, that if Tenant shall default in the payment of Rent three (3) or more times in any twelve (12) month period, then notwithstanding that all such prior defaults have been cured by Tenant, any further default in the payment of Rent during the twelve (12) month period following the most recent failure by Tenant to pay any Rent or other sum of money when due hereunder shall be deemed an Event of Default that shall entitle Landlord to exercise all of its rights and remedies under this Lease, including the right of termination, without giving to Tenant any period within which to cure such default.

(4) a failure by Tenant to observe and perform any other provision or covenant of this

Lease to be observed or performed by Tenant, where such failure continues for twenty (20) days after written notice thereof to Tenant provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such twenty (20) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; and

(5) the filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent or for its reorganization or for the appointment pursuant to any local, state or federal bankruptcy or insolvency law of a receiver or trustee of Tenant's property; or, an assignment by Tenant for the benefit of creditors; or, the taking possession of the property of Tenant by any local, state or federal governmental officer or agency or court-appointed official for the dissolution or liquidation of Tenant or for the operating, either temporary or permanent, of Tenant's business, provided, however, that if any such action is commenced against Tenant the same shall not constitute a default if Tenant causes the same to be dismissed or discharged within ninety (90) days after the filing of same.

(6) the failure to comply with the provisions of Section 23 of this Lease.

(7) the failure to comply with the provisions of Section 12 of this Lease.

(8) any other act defined in this Lease as an Event of Default.

B. Remedies of Landlord.

(1) Upon the occurrence of any Event of Default set forth in Section 17(A) or elsewhere in the Lease and subject to applicable notice and grace periods Landlord, at its option, may take all or any of the following actions:

(a) Landlord may cure for the account of Tenant any such default of Tenant and immediately recover as additional rent any reasonable expenditures made and the amount of any obligations incurred in connection therewith, plus per annum interest equal to four percent (4%) over the Prime Rate from the date of any such expenditure; or

(b) Landlord shall be entitled to terminate this Lease and recover as a calculation of its lost profits, all Minimum Rent, additional rent and other rent which has accrued prior to the date of said default and which is due for the balance of the Term and declare the same to be immediately due and payable, plus all reasonable, actual and documented legal fees and other costs and expenses incurred by Landlord as a result of Tenant's default under this Lease. It is agreed that in determining the amount of any future payments due Landlord of Tenant's OMC and Tenant's Tax Charge, Landlord may make such determination based upon the sum thereof for the full year immediately prior to the event of default. The sum set forth above as aforesaid shall be discounted to present value at the then Prime Rate (The "Lost Profit Sum"). Contemporaneously with the demand for such Lost Profit Sum, this Lease shall be deemed terminated and Tenant shall immediately quit and surrender to Landlord the Premises in accordance with (d) below. Tenant's liability for the payment of the Lost Profit Sum shall survive the termination of the Lease; or

(c) Accelerate the whole or any part of the Rent for the entire unexpired balance of the Term, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant, plus all reasonable, actual and documented legal fees and other costs and expenses incurred by Landlord as a result of Tenant's default under this Lease, and any Rent or other charges, payments, costs and expenses if so accelerated shall, in addition to any and all installments of Rent already due and payable and in arrears, and any other charge or payment herein reserved, included or agreed to be treated or collected as Rent and any other charge, expense or cost herein agreed to be paid by Tenant which may be due and payable and in arrears, be deemed due and payable as if, by the terms and provisions of this Lease, such accelerated Rent and other charges, payments, costs and expenses were on that date payable in advance. Such sum is hereinafter referred to as the "Accelerated Rent". For such purposes, to determine all items of the additional rent component of the Accelerated Rent, Landlord may make a determination based upon such sums for the full year immediately prior to the event of default, or otherwise in Landlord's reasonable judgement. The Accelerated Rent shall be discounted to present value at the then Prime Rate.

(d) Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired Term hereof shall cease and expire and become absolutely void on the date specified in such notice, to be no less than five (5) days after the date of such notice, without any right on the part of the Tenant thereafter to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the Term hereof granted, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein stated for expiration of the Term. Thereupon, Tenant shall immediately quit and surrender to Landlord the Premises by summary proceedings, detainer, ejectment or otherwise and remove itself and all other occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages therefor. No such expiration or termination of this Lease shall relieve Tenant of this liability and obligations under this Lease, whether or not the Premises shall be relet, all of which shall survive such expiration or termination; or

(e) Landlord may, at any time after the occurrence of any event of default, whether or not the Lease has been terminated as aforesaid, re-enter and repossess the Premises and any part thereof with or without process of law, provided no undue force shall be used, and shall have the option, but not the obligation either in its own name, as agent for Tenant if this Lease has not been terminated or for its own behalf if this Lease has been terminated, to relet all or any part of the Premises; provided that Landlord shall not be required to accept any tenant proposed by Tenant or observe any instruction given by Tenant about such reletting. The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability hereunder, nor shall Landlord be liable for failure to relet, or in the event of reletting, for failure to collect the rent thereof, and in no event shall Tenant be entitled to receive any excess of net rents collected over sums payable by Tenant to Landlord hereunder. No such re-entry or taking possession of the Premises shall be construed as an election on the Landlord's part to terminate this Lease unless a written notice of such election by Landlord is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous breach and default. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises as

reasonably required for the new tenant and the reasonable, actual and documented cost of such decoration, repairs, changes, alterations or additions shall be charged to and payable by Tenant as additional rent hereunder, as well as any reasonable actual and documented brokerage and legal fees expended by Landlord; and any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the Rent due hereunder as aforesaid. Tenant shall pay to Landlord monthly, on the days when the Rent would have been payable under this Lease, the amount due hereunder less the amount obtained by Landlord from such new tenant, if any.

(2) Deleted.

(3) Subject to applicable notice and grace periods, Landlord shall have the right of injunction (including, without limitation, specific performance) in the event of an Event of Default, or other default or breach by Tenant of any of the agreements, conditions, covenants or terms hereof to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease or at law or in equity are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

(4) If proceedings shall be commenced by Landlord to recover possession under the Acts of Assembly, either at the end of the Term or any extension thereof or on sooner termination thereof, or for non-payment of Rent or any other reason, Tenant specifically waives the right to the three (3) months notice and/or the fifteen (15) or thirty (30) days notice required by the Landlord and Tenant Act, April 6, 1951, P.L. 69, and agrees that five (5) days notice shall be sufficient in either or any such case. The right to enter judgment against Tenant and to enforce all of the other provisions of this Lease hereinabove provided for may be exercised by any assignee of Landlord's right, title and interest in this Lease, in such assignee's own name, notwithstanding the fact that any or all assignments of said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

(5) CONFESSION OF JUDGMENT - RENT. Tenant covenants and agrees that if there is an Event of Default, then Landlord may, without limitation, cause judgments for money to be entered against Tenant limited in amount to past due rents only and, for those purposes, Tenant hereby grants the following warrant of attorney: (i) Tenant hereby irrevocably authorizes and empowers any prothonotary, clerk of court, attorney of any court of record and/or Landlord (as well as someone acting for Landlord) in any and all actions commenced against Tenant for recovery of the rent and/or other amounts to be paid to Landlord by Tenant and to appear for Tenant, and assess damages and confess or otherwise enter judgment against Tenant, for all or any part of the rent and/or other amounts to be paid to Landlord by Tenant, together with interest, costs and reasonable attorneys' fees of the full amount of such rent, amounts and sums, and thereupon writs of execution as well as attachment may forthwith issue and be served, without any prior notice, writ or proceeding whatsoever; (ii) the warrant of attorney herein granted shall not be exhausted by one or more exercises thereof but successive actions may be commenced and successive judgments may be confessed or otherwise entered against Tenant from time to time as often as any of the rent and/or other amounts and sums shall fall or be due or be in arrears, and this warrant of attorney may be exercised after the termination or expiration of the Term and/or during

or after any extensions of the Term or renewals of this Lease.

THE UNDERSIGNED TENANT ACKNOWLEDGES THAT IT FULLY UNDERSTANDS THE CONFESSIONS OF JUDGMENT CONTAINED IN THE PRECEDING PARAGRAPH HEREOF AND THAT THE LANDLORD TENANT RELATIONSHIP CREATED HEREBY IS COMMERCIAL IN NATURE AND THAT THE UNDERSIGNED WAIVES ANY RIGHT TO A HEARING WHICH WOULD OTHERWISE BE A CONDITION TO LANDLORD'S OBTAINING THE JUDGMENTS AUTHORIZED BY THE PREVIOUS PARAGRAPH.

Please Initial WT Date 8/29/05

(6) CONFESSION OF JUDGMENT-POSSESSION. Tenant covenants and agrees that if there is an Event of Default, or this Lease is terminated, or the Term or any extension or renewal thereof expires, then, and in addition to the rights and remedies set forth in Section 17(B)(5), Landlord may, without limitation, cause judgments in ejectment for possession of the Premises to be entered against Tenant and, for those purposes, Tenant hereby grants the following warrant of attorney: (i) Tenant hereby irrevocably authorizes and empowers any prothonotary, clerk of court, attorney of any court of record and/or Landlord (as well as some one acting for Landlord) in any and all actions commenced for recovery of possession of the Premises to appear for Tenant and confess or otherwise enter judgment in ejectment for possession of the Premises against Tenant and all persons claiming directly or indirectly by, through or under Tenant, and thereupon a writ of possession may forthwith issue and be served, without any prior notice, writ or proceeding whatsoever; (ii) if, for any reason after the foregoing action or actions shall have been commenced, it shall be determined that possession of the Premises should remain in or be restored to Tenant, Landlord shall have the right to commence one or more further actions as hereinbefore set forth to recover possession of the Premises including, without limitation, appearing for Tenant and confessing or otherwise entering judgment for possession of the Premises as hereinbefore set forth.

THE UNDERSIGNED TENANT ACKNOWLEDGES THAT IT FULLY UNDERSTANDS THE CONFESSIONS OF JUDGMENT CONTAINED IN THE PRECEDING PARAGRAPH HEREOF AND THAT THE LANDLORD TENANT RELATIONSHIP CREATED HEREBY IS COMMERCIAL IN NATURE AND THAT THE UNDERSIGNED WAIVES ANY RIGHT TO A HEARING WHICH WOULD OTHERWISE BE A CONDITION TO LANDLORD'S OBTAINING THE JUDGMENTS AUTHORIZED BY THE PREVIOUS PARAGRAPH.

Please Initial WT Date 8/29/05

(7) In any action or proceeding described in Section 17(B)(5) and/or Section 17(B)(6), or in connection therewith, if a copy of this Lease is therein verified by Landlord or someone acting for Landlord to be a true and correct copy of this Lease (and such copy shall be conclusively presumed to be true and correct by virtue of such verification), then it shall not be necessary to file the original of this Lease, any statute, rule of court of law, custom or practice to the contrary notwithstanding. Tenant hereby releases to Landlord, anyone acting for Landlord and all attorneys who may appear for Tenant all errors in procedure regarding the entry of judgment or judgments by confession or otherwise by virtue of the warrants of attorney contained in this Lease, and all liability

therefor. The right to enter judgment or judgments by confession or otherwise by virtue of the warrants of attorney contained in this Lease and to enforce all of the other provisions of this Lease may be exercised by any assignee of Landlord's right, title and interest in this Lease in such assignee's own name, any statute, rule of court or law, custom or practice to the contrary notwithstanding.

(8) Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law, to redeem the premises or to have a continuance of this Lease for the Term, as it may have been extended, after having been dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as herein provided.

(9) Neither this Lease nor any rights or privileges hereunder shall be an asset of Tenant in any bankruptcy, insolvency or reorganization proceeding. If Landlord shall not be permitted to terminate this Lease because of the provisions of the United States Bankruptcy Code, Tenant or any trustee for it shall, within fifteen business (15) days upon request by Landlord to the Bankruptcy Court, assume or reject this Lease unless all defaults hereunder shall have been cured, Landlord shall have been compensated for any monetary loss resulting from such default and Landlord shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of this Lease on the part of Tenant to be performed.

(10) The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in the Lease shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Lease or any act hereof, or the right of the party to thereafter enforce each and every such provisions, right or remedy. No waiver or any breach or default of this Lease shall be held to be a waiver of any other or subsequent breach or default. The receipt by Landlord of Rent at a time when the Rent is in default under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of a lesser amount than the Rent due shall not be construed to be other than a payment on account of the Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. No act or thing done by Landlord or Landlord's agents or employees during the Term and any extension thereof shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

(11) Tenant's obligation to reimburse Landlord for attorney's fees as referred to in this Lease shall include all reasonable, actual and documented legal costs, fees and expenses arising out of (i) Tenant's default in the performance or observation of any of the terms, covenants, conditions or obligations contained in this Lease and Landlord placing the enforcement of all or any part of the Lease, the collection of any Rent due or to become due or the recovery of possession of the Premises in the hands of an attorney or (ii) Landlord's incurring any fees or out of pocket costs in any litigation, negotiation or transaction in which Tenant causes Landlord to be involved or concerned, in either event regardless of whether or not suit is actually filed.

18. SUBORDINATION.

A. Generally. This Lease is, and shall always be, subject and subordinate at all times to the lien of any mortgagees and/or ground rents and/or other encumbrances now or hereafter placed on the Premises or the Building without the necessity of any further instrument or act on the part of the Tenant to effectuate such subordination, but the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments in form and substance reasonably acceptable to Tenant evidencing such subordination of this Lease to the lien of any such mortgage or mortgages and/or ground rent and/or other encumbrances as shall be desired by any mortgagee or proposed mortgagee or by any person.

B. Rights of Mortgagee. In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or otherwise terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right:

(1) Until it has given written notice of such act or omission to the holder of each such mortgage or ground Lease whose name and address shall previously have been furnished to Tenant in writing; and

(2) Until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy).

C. Tenant's Attornment. In the event of any foreclosure of, or the exercise of a power of sale under, any mortgage or deed of trust referred to in this Section or in the event of the termination of any ground lease pursuant to which Landlord is the lessee, Tenant, upon the purchaser or lessor's request, shall attorn to and recognize the purchaser or Landlord's lessor as Landlord under this Lease, provided that such purchaser or lessor agrees that it will not disturb Tenant's occupancy or its rights hereunder. Tenant agrees that, upon the request of Landlord or any lessor, mortgagee or trustee, Tenant shall execute and deliver any instruments in form and substance reasonably acceptable to Tenant which may be required for the purposes of carrying out the intention of this Section 18.

19. SECURITY DEPOSIT.

A. Upon the execution of the Lease, Tenant agrees to deposit with Landlord the sum set forth in Section 1(I) to be held by Landlord as security for the faithful performance of all the terms and conditions of the Lease ("Security Deposit"). Should the Tenant default under the terms and conditions of the Lease, Landlord shall have the right, at any time and from time to time, to apply the Security Deposit or any part thereof, for the purpose of curing any such default or for the purpose of reimbursing Landlord for any damage or costs occasioned by such default, but the right of Landlord to apply the Security Deposit shall not affect any other remedies available to Landlord under the Lease or under applicable law. If the Security Deposit, or any part thereof, is so applied by Landlord, Tenant shall, within five (5) business days after demand, deposit additional funds with Landlord to restore the Security Deposit to its original amount, and failure to do so shall constitute an additional default under

the Lease. If the Tenant shall have faithfully lived up to all the terms and conditions of the Lease, the Security Deposit (without interest) shall be refunded to Tenant within thirty (30) days after the expiration or sooner termination of the Lease; provided, however, that Tenant first shall have vacated the Demised Premises and surrendered possession thereof to the Landlord by delivery of keys, in accordance with the Lease provisions and shall have returned the Demised Premises to Landlord in good order and repair.

B. Nothing herein contained shall require Landlord to hold the sum so deposited as a trust fund, nor establish any relationship other than that of debtor and creditor with respect to said funds so deposited.

C. If Landlord shall assign or otherwise transfer its interest in the Lease, Landlord shall have the right to transfer the Security Deposit to the assignee or other transferee of such interest (with like right of transfer to any subsequent assignee or other transferee) and upon such transfer, Landlord shall be released and relieved from all liability and/or responsibility with respect to the Security Deposit and/or the return of the application thereof.

20. DELAY IN POSSESSION. In the event that the Premises are not ready for Tenant's occupancy at the time herein fixed for the beginning of the Term because of any alterations or construction now or hereafter being performed either to the Premises or to the Building of which the Premises form a part (unless such alterations are being done by Tenant or Tenant's contractor, or unless the delay in completing such alterations was caused by Tenant in which case there shall be no suspension or proration of Rent or other sums), or because of the failure or refusal of the occupant of the Premises who is or may be in possession immediately before the beginning of the Term hereof to vacate and surrender up the same, or because of any restrictions, limitations or delays caused by government regulations or governmental agencies, this Lease and the Term hereof shall not be affected thereby, nor shall Tenant be entitled to make any claim for or receive any damages whatsoever from Landlord, and the Term hereof shall nevertheless end on the date herein originally fixed, but no Rent herein provided to be paid by Tenant shall become due until the Premises are Substantially Completed, and until that time the Rent shall be suspended and pro-rated. If possession is delayed beyond a date which is four (4) months following Tenant's written approval of the final construction drawings relating to the construction of the Premises as per Article 7 hereof, through no fault of Tenant, then Tenant may elect to cancel this Lease.

21. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights:

A. Building Name. To name the Building and to change the name or street addresses of the Building.

B. Exterior Signs. To install and maintain a sign or signs on the exterior of the Building.

C. Redecoration. During the last six (6) months of the Term, if during or prior to that time Tenant has vacated or otherwise abandoned the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy by a subsequent tenant, without affecting Tenant's obligation to pay rent for the Premises.

D. Pass Keys. To constantly have pass keys to the Premises.

E. Adjoining Areas. To have the use of and reasonable access through the Premises for the purposes of operation, maintenance, decoration and repair of all walls, windows and doors bounding the Premises (including exterior walls of the Building, core corridor walls and doors and any core corridor entrance) except the inside surfaces thereof. Any terraces or roofs adjacent to the Premises used for shafts, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities are reserved to Landlord.

F. Access to Premises. Landlord, Manager and their respective employees and agents shall have the right to enter the Premises at all reasonable times during normal business hours and at any time in case of an emergency for the purpose of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants of the Building and making such alterations, repairs, improvements or additions or doing other work to the Premises or to the Building as Landlord may deem necessary or desirable. If representatives of Tenant shall not be present to open and permit entry into the Premises at any time when such entry is necessary or permitted hereunder, Landlord and Manager may enter by means of a master key or card (or forcibly in the event of an emergency) without liability to Tenant and without such entry constituting an eviction of Tenant or termination of this Lease.

22. SPRINKLER SYSTEM: LIFE SAFETY SYSTEM. If there now is or shall be installed in the Building a "sprinkler system" or "life safety system" and if such systems or any of their appliances shall be damaged or injured by Tenant or its agents, servants, employees, invitees, licensees or visitors, Tenant shall forthwith notify Landlord of such damage or injury, following which Landlord shall cause the damage or injury to be repaired, at the sole cost and expense of Tenant (which cost shall include administrative costs of four (4%) per cent of the total cost and expenses), provided that if such systems are not in proper working order through no fault of Tenant or its agents, servants, employees, invitees, licensees or visitors, Landlord shall bear the cost and expense of repairing such systems. Any revisions to said system, including but not limited to, revisions made at the request or recommendation of the Board of Fire Underwriters or Fire Insurance Exchange or any governmental bureau, department or official and/or any changes, modification, alterations or addition of sprinkler heads or other equipment required as a result of Tenant's business, or the location of partitions, trade fixtures, or other contents in the Premises, or for any other reason attributable to Tenant, or if any such changes, modification, alterations, additional sprinkler heads or other equipment, becomes necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system or life safety system under the fire insurance rate as fixed by said exchange, or by any fire insurance company, then in any such circumstances, Tenant shall, at Tenant's sole cost and expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

23. TENANT'S ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Representations, Warranties and Covenants. Tenant represents, warrants and covenants that (1) the Premises will not be used for any dangerous, noxious or offensive trade or business and that it will not cause or maintain a nuisance there, (2) it will not bring, generate, treat, store, use or dispose of Hazardous Substances at the Premises in violation of Environmental Laws, (3) it shall at all times

comply with all Environmental Laws (as hereinafter defined) and shall cause the Premises to comply with all Environmental Laws, and (4) Tenant will keep the Premises free of any lien imposed pursuant to any Environmental Laws.

B. Definition of Premises. Premises for purposes of this Article shall mean the Building and the Property including parking areas.

C. Reporting Requirements. Tenant warrants that it will promptly deliver to Landlord, (1) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning Tenant's operations upon the Premises; (2) copies of any documents submitted by Tenant to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning its operations on the Premises, including but not limited to copies of permits, licenses, annual filings, registration forms and, (3) upon the request of Landlord, Tenant shall provide Landlord with evidence of compliance of Environmental Laws.

D. Termination, Cancellation, Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord free of any and all Hazardous Substances and in compliance with all Environmental Laws and to the complete satisfaction of Landlord. Landlord may require, at Tenant's sole expense at the end of the Term, a clean-site certification, environmental audit or site assessment.

E. Landlord's Right of Access and Inspection.

(1) Landlord shall have the right, but not the obligation, at all times during the Term of this Lease to (a) inspect the Premises, (b) conduct tests and investigations and take samples to determine whether Tenant is in compliance with the provisions of this Article, and (c) request lists of all Hazardous Substances used, stored or located on the Premises; the cost of all such inspections, tests and investigations to be borne by Tenant.

(2) Promptly upon the written request of Landlord, from time to time, Tenant shall provide Landlord, at Tenant's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to Landlord to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and the potential costs in connection with abatement, cleanup, or removal of any Hazardous Substances found on, under, at, or within the Premises. Tenant will cooperate with Landlord and allow Landlord and Landlord's representatives access to any and all parts of the Premises and to the records of Tenant with respect to the Premises for environmental inspection purposes at any time. In connection therewith, Tenant hereby agrees that Landlord or Landlord's representatives may perform any testing upon or of the Premises that Landlord deems reasonably necessary for the evaluation of environmental risks, costs or procedures, including soils or other sampling or coring.

F. Violations - Environmental Defaults.

(1) Tenant shall give to Landlord immediate verbal and follow-up written notice of

any actual or threatened spills, releases or discharges of Hazardous Substances on the Premises, caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to promptly investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Substances caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's sole cost and expense; such investigation, clean up and remediation to be performed in accordance with all Environmental Laws and to the satisfaction of Landlord and after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld. Tenant shall return the Premises to the condition existing prior to the introduction of any such Hazardous Substances.

(2) In the event of (i) a violation of an Environmental Law, (ii) a release, spill or discharge of a Hazardous Substance on or from the Premises, (iii) the discovery of an environmental condition requiring response, which violation, release, or condition is attributable to the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers, or contractors, or (iv) an emergency environmental condition (together "Environmental Defaults"), Landlord shall have the right, but not the obligation, to immediately enter the Premises, to supervise and approve any actions taken by Tenant to address the violation, release or environmental condition; and in the event Tenant fails to immediately address such violation, release or environmental condition, or if the Landlord deems it necessary, then Landlord may perform, at Tenant's expense, any lawful actions necessary to address the violation, release or environmental condition.

(3) Landlord has the right but not the obligation to cure any Environmental Defaults, has the right to suspend some or all of the operations of the Tenant until it has determined to its sole satisfaction that appropriate measures have been taken, and has the right to terminate the Lease upon the occurrence of an Environmental Default.

G. Additional Rent. Any expenses which the Landlord incurs, which are to be at Tenant's expense pursuant to this Article, will be considered Additional Rent under this Lease and shall be paid by Tenant on demand by Landlord.

H. Assignment and Subletting. Notwithstanding anything to the contrary in this Lease, the Landlord may deny its approval of any assignment or subletting by Tenant to an assignee or subtenant that in the sole judgment of the Landlord in its commercially reasonable discretion does or could create an additional risk of Environmental Default.

I. Indemnification. Tenant shall indemnify, defend (with counsel reasonably approved by Landlord) and hold Landlord and Landlord's affiliates, shareholders, directors, officers, employees and agents harmless from and against any and all claims, judgments, damages (including consequential damages), penalties, fines, liabilities, losses, suits, administrative proceedings, costs and expenses of any kind or nature, known or unknown, contingent or otherwise, which arise out of or in any way are related to the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors during or after the Term of this Lease (including, but not limited to, attorneys', consultant, laboratory and expert fees, and including without limitation, reasonable, actual and documented diminution in the value of the Building or Property, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Building or Property and reasonable, actual and

documented damages arising from any adverse impact on marketing of space in the Building), arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Substances in violation of Environmental Laws on or about the Premises.

J. Definitions.

(1) "Hazardous Substance" means (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity (b) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources and (c) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material), and medical waste.

(2) "Environmental Laws" collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the environment and environmental conditions or to any Hazardous Substance (including, without limitation, CERCLA, 42 U.S.C. §9601, et. seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §180, et. seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et. seq., the Clean Air Act, 42 U.S.C. §741, et. seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. 300(f)-3006), the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §1101, et. seq., and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency and any similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

K. Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

24. DELETED.

25. ESTOPPEL STATEMENT. Tenant shall, at any time and from time to time within fifteen (15) business days after written request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing duly executed by Tenant (a) certifying that this Lease is in full force and effect without modification or amendment (or, if there have been any modifications and amendments, the nature thereof), (b) certifying the dates to which annual Minimum Rent and additional rent have been paid, and (c) either certifying that no default exists under this Lease or specifying each such default, it being the intention and agreement of Landlord and Tenant that if Tenant shall fail to respond within ten

(10) days after written notice to Tenant, Tenant shall be deemed to have given such statement as above provided, that this Lease is in full force and effect, that no default in Landlord's performance remains uncured, that the security deposit, if any, is as stated in this Lease and that not more than one (1) month's rent has been paid in advance.

26. QUIET ENJOYMENT. Upon payment by Tenant of Rent and upon the observance and performance by Tenant of all the terms, covenants, conditions, provisions and agreements of this Lease on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Landlord or by any person or persons lawfully claiming or holding by, through or under Landlord, subject, nevertheless, to the terms, covenants, conditions and provisions of this Lease, to all other agreements, conditions, restrictions and encumbrances of record and to all mortgages, installment sale agreements and underlying leases of record to which this Lease is, or shall become subject and subordinate.

27. BROKERS. Tenant warrants to Landlord that Tenant dealt and negotiated solely and only with Manager, CB Richard Ellis, Inc. and The Staubach Company of Pennsylvania, Inc. (collectively the "Brokers") for this Lease and with no other broker, firm, company or person. Tenant (for good and valuable consideration) shall indemnify and hold Landlord and Manager harmless from and against any and all claims, suits, proceedings, damages, obligations, liabilities, counsel fees, costs, losses, expenses, orders and judgments imposed upon, incurred by or asserted against Landlord and/or Manager by reason of the falsity or error of the aforesaid warranty. It is expressly understood and agreed by Landlord and Tenant that Brokers are acting as brokers only, and shall not in any event be liable to either Landlord or Tenant for the fulfillment or non-fulfillment of any of the terms, covenants, conditions or provisions of this Lease, or for any action or proceeding taken by Landlord against Tenant or by Tenant against Landlord.

28. LANDLORD STATUS. Landlord's obligations hereunder shall be binding upon Landlord only for a period of time that Landlord is in ownership of the Building and, upon termination of that ownership, Tenant, except as to any obligations which have then matured, shall look solely to Landlord's successor in interest in the Building for the satisfaction of each and every obligation of Landlord hereunder. Landlord shall have no personal liability under any of the terms, conditions or covenants of this Lease and Tenant shall look solely to the equity of the Landlord in the Building of which the Premises form a part and no other assets for the satisfaction of any claim, remedy or cause of action accruing to Tenant.

29. NOTICES. Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be given by United States registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, with all delivery and postage charges prepaid, and shall be deemed to have been given on the day such notice is actually received or refused, or if unclaimed, on the third day following the day on which the same shall have been sent by a nationally recognized overnight delivery service or deposited with the United States Post Office. Any such communication if intended for Landlord, shall be addressed to Landlord at Landlord's Notice Address, with copies forwarded to the parties designated on the first page of this Lease, except that payment of Rent shall be delivered to the address designated on the Rent invoice prepared by Landlord, or if no address is so designated, then to Landlord's management office during normal business hours, or

such other address as shall be designated by Landlord in writing, or if intended for Tenant, to Tenant at the Tenant Notice Address identified on the first page of this Lease. Either party may, at any time, change its Notice Address for the above purposes by sending a notice to the other party stating the change and setting forth the new address, provided, that in all instances the Notice Address must be within the continental United States.

30. MISCELLANEOUS PROVISIONS.

A. Force Majeure. Anything in this Lease to the contrary notwithstanding, provided such cause is not due to the willful act or gross neglect of Landlord or Tenant, neither shall be deemed in default with respect to the performance of any of the terms, covenants and conditions (specifically excepting Tenant's obligations to pay all items of Rent and Additional Rent pursuant to the terms of this Lease) of this Lease if the failure to perform shall be due to any strike, lock-out, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of Landlord.

B. Common Areas. All parking areas, walkways, vertical transportation, stairs, driveways, alleys, public corridors and fire escapes, and other areas, facilities and improvements as may be provided by Landlord from time to time for the general use in common of Tenant and other tenants, which may be extended to their employees, agents, invitees and licensees, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such areas, facilities and improvements, and to change the location of or otherwise alter or modify any or all of the aforementioned common areas, facilities, and improvements so long as Landlord continues to provide adequate passageways to the Premises.

C. Rules and Regulations. Tenant, its agents, contractors, employees, servants, approved assignees and sublessees, licensees and invitees shall observe and comply with the Rules and Regulations annexed hereto as Exhibit "F" and made a part hereof. All such Rules and Regulations shall apply to Tenant, its agents, contractors, employees, servants, approved assignees and sublessees, licensees; invitees and subtenants.

D. Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of that corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with the duly adopted resolution of the Board of Directors of the corporation, and that this Lease is binding upon the corporation in accordance with its terms. Tenant further certifies that it is authorized to do business in the Commonwealth of Pennsylvania, that all corporate and franchise taxes are paid to date, that all corporate filings are current and that any fictitious name used by Tenant has been properly filed with the Corporations Bureau.

E. No Recordation. This Lease shall not be filed of record; however, upon request of Landlord, a memorandum of the Lease in compliance with law shall be executed by Landlord and Tenant and recorded, with recordation costs paid by Landlord.

F. Successors. The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns, provided, however, that no rights shall inure to the benefit of any successors of Tenant unless Landlord's written consent for the transfer to such successor has first been obtained as provided in Section 12.

G. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

H. Severability; Separate Covenants. If any provisions of this Lease or portions thereof shall be held to be invalid, void or unenforceable, the remaining provisions of this Lease or portions thereof shall in no way be affected or impaired and such remaining provisions or portions thereof shall remain in full force and effect. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease is, and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

I. Captions. Any heading preceding the text of the several Sections and Subsections hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

J. Certain Definitions. As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural where appropriate; and words of any gender shall mean and include any other gender. The parcel of land on which the Building is located is hereinafter referred to as the "Land". For purposes of this Lease, the term "Building" includes the Land and other improvements on which the Building is constructed and "Property" shall mean "the Land and Building" or "either the Land or the Building".

K. Execution. The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises nor confer any rights or impose any obligations upon either party until the execution thereof by Landlord and the delivery of an executed original copy thereof to Tenant.

L. Waiver of Jury Trial. It is mutually agreed that Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other as to any matters arising out of or in any way connected with this Lease.

M. Financial Statements. Upon ten (10 days' written request by Landlord, Tenant agrees to forward to Landlord a financial statement of Tenant certified by an independent certified public accountant.

N. Entire Agreement. This Lease (including the Exhibits and any Riders hereto) contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and proposals (either written or oral). This Lease may not be modified or terminated orally or in any manner other than

by an agreement in writing signed by both parties hereto or their respective successors in interest. The submission of this Lease by Landlord, its attorneys or agents, for examination or execution by Tenant, does not constitute a reservation of (or option for) the Premises in favor of Tenant and Tenant shall have no right or interest in the Premises and Landlord shall have no liability hereunder, unless and until this Lease is executed and delivered by Landlord.

O. Conflicts. If there is any conflict between or among the provisions of this Lease, the provisions of the Exhibits described in Section 1.0 hereof or the provisions of any Rider attached hereto, the provisions of the Rider shall supersede the provisions of said documents and this Lease and the provisions of said documents, as amended from time to time, shall supersede the provisions of this Lease.

P. No Accord and Satisfaction. The acceptance by Landlord of any sums from Tenant (whether as Rent or otherwise) in amounts which are less than the amounts due and payable by Tenant hereunder is not intended, nor shall be construed, to constitute an accord and satisfaction of any dispute between Landlord and Tenant regarding sums due and payable by Tenant hereunder, unless Landlord specifically deems it as such in writing.

Q. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings and conditions to be performed hereunder by Tenant.

R. Performance of Landlord's Obligation by Mortgagee. Tenant shall accept performance of any of Landlord's obligations hereunder by any Mortgagee of Landlord, subject to Tenant's rights in Section 18 of this Lease.

S. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease for Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

T. No Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

U. Rule Against Perpetuities. If the term of this Lease shall not have commenced within two (2) years from the date of this Lease then this Lease shall thereupon become null and void and have no further force and effect whatsoever in law or equity.

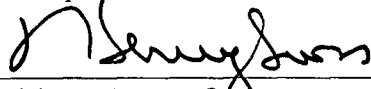
31. RIDER TO LEASE. A Rider to Lease is attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers or representatives as of the day and year first above written.

LANDLORD:

ONE PENN ASSOCIATES, L.P.
a Delaware limited liability partnership

By: One Penn GP CO., LLC
a Delaware limited liability company,
its general partner

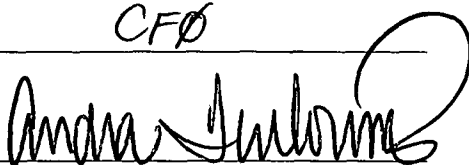
By: 
Name: Henry Gross
Title: President

TENANT:

ON-SITE SOURCING, INC.

By: 
Name: William F. Truchan

Title: CEO

Attest: 

Name: Andra Touloumes

Title: Payroll Manager

**RIDER TO LEASE FOR
ON-SITE SOURCING, INC.
ONE PENN CENTER AT SUBURBAN STATION**

32. First Right of Refusal to Lease Adjacent Space. If at any time during the term of this Lease Landlord shall offer for lease (the "Offer") up to 1,000 square feet of space adjacent to and on the same floor as the Premises (the "First Refusal Space"), and at that time Tenant is not in default under this Lease after the expiration of applicable notice and grace periods and Tenant has not assigned or sublet the Premises with or without Landlord's consent (other than an assignment to an affiliated or successor entity to Tenant herein) and more than three years remain in the term of this Lease from the time Tenant will begin paying rent on the First Refusal Space, then Tenant shall have the right to lease the First Refusal Space pursuant to the terms of this Lease. Rent per square foot for the First Refusal Space shall be continually identical to the then escalated rent per square foot for the Original Demised Premises. Landlord shall provide a work allowance equal to the value of the work allowance being offered to new tenants in the Building, prorated for the term of the Lease for the First Refusal Space. Tenant shall lease any First Refusal Space pursuant to the same terms and conditions contained in this Lease and the parties shall sign a Lease Amendment reflecting the addition of such space to the Demised Premises. A space shall not be deemed to be available for lease if another tenant in the Building whose lease predates Tenant's Lease has a right in their lease to be offered the space and accepts the offer, or if an existing tenant in the space elects either to renew its lease or enter into a new lease for such space.

Tenant shall advise Landlord by written notice within five (5) business days after receiving written notice from Landlord regarding the availability of the First Refusal Space (such time being of the essence) whether Tenant agrees to lease the First Refusal Space on the terms set forth herein. If Tenant within said five (5) day period fails to so notify Landlord or notifies Landlord that it is not interested in leasing the First Refusal Space, then Landlord shall be free to lease the First Refusal Space to another tenant without any further obligation to Tenant hereunder. However, in the event that Landlord does not lease the First Refusal Space to another tenant within twelve months of Landlord's written notice to Tenant or the First Refusal Space subsequently becomes available, Tenant shall have a continuing right to lease the First Refusal Space in accordance with the terms of this Section 32 as to any new offer covering the First Refusal Space.

33. Option to Renew. Provided that Tenant is not then in default under the provisions of this Lease after the expiration of applicable notice and grace periods, Tenant (but not any assignee or subtenant of Tenant other than an assignee that is an affiliated or successor entity to Tenant herein) shall have the option to extend the term of this Lease for the Premises on an as-is basis for two (2) terms of three (3) years each on the following conditions, each an "Option Term". In order to exercise this option, for each Option Term Tenant must, at least nine (9) months prior to the expiration of the prior lease term, give written notice to Landlord of its interest in exercising such option and request the opportunity to determine a mutually acceptable rental for the option term (the "First Tenant Notice"). The rights of Tenant hereunder as to the applicable Option Term shall terminate if the First Tenant Notice shall not be timely given by Tenant to Landlord as set forth above. Upon receipt of the First Tenant Notice, Landlord shall promptly notify Tenant of the Minimum Rental at which Landlord is then renting to tenants for substantially equivalent space in the Suburban Station Office Building (the "First Landlord Notice"), provided however that in no event shall the annual Minimum Rent be less than the Minimum Rent

payable for the last year of the prior lease term. Within fifteen (15) business days after the Landlord shall have given the First Landlord Notice to Tenant, the Tenant shall have the right to exercise its option to Lease the Premises for the applicable Option Term at a Minimum Rent equal to the Minimum Rent offered by Landlord in the First Landlord Notice. Except for the Minimum Rent which will be determined as set forth in the First Landlord Notice, all other terms and conditions of this Lease shall remain as herein set forth. To exercise this option, Tenant must notify Landlord in writing sent by registered mail to the last address known, stating Tenant's intention to exercise said option (the "Second Tenant Notice"). It is hereby agreed time is of the essence in connection with the giving of the Second Tenant Notice within said fifteen (15) business day period. If no Second Tenant Notice is timely given exercising said option, said option shall be canceled and become null and void and this Lease shall continue under all terms and conditions herein specified except that the term hereunder shall terminate at the end of the initial lease term herein, or First Option Term, as the case may be.

34. Storage Space. Tenant shall be entitled to utilize approximately 200 square feet of storage at a location in the Building designated by Landlord (the "Storage Space") at an annual per square foot rent of \$10.00, which shall be increased by \$0.25 per square foot per year. Tenant may terminate its rights to occupy the Storage Space and any other rights Tenant may have with respect to such space by providing Landlord with thirty (30) days prior written notice of Tenant's election to so terminate ("Storage Space Termination Notice"), which Storage Space Termination Notice shall include the proposed date of termination. If Tenant provides Landlord with the Storage Space Termination Notice, Tenant shall vacate the Storage Space within thirty (30) days ("Storage Space Termination Date") and leave such space vacant and in broom clean condition and all of Tenant's rights with respect to the Storage Space shall terminate as of the Storage Space Termination Date. It is agreed that Landlord has no construction obligation with respect to the Storage Space and Tenant is leasing same in its "As-Is" condition. The parties hereto acknowledge that the Storage Space shall be deemed a part of the Premises and accordingly, all references in the Lease to the Premises shall mean and refer to and be deemed to include the Storage Space. Landlord shall have the right during the term upon fifteen (15) days prior written notice to Tenant to relocate Tenant's Storage Space to similar space in other parts of the Building.

35. Option to Terminate. Provided that Tenant is not then in default under this Lease, Tenant shall have the one time right to terminate this Lease at the end of the sixty-third (63rd) month only by giving at least six (6) months prior written notice thereof to Landlord, and further provided that Tenant, together with said notice of termination, shall pay Landlord by certified check a termination fee equal to the unamortized balance of Landlord's reasonable, actual and documented transaction costs for the Premises (including, without limitation, construction costs, professional fees, free rent and brokerage commissions), amortized on a straight line basis at an interest rate of 7.5% in equal monthly installments over the initial lease term, calculated as of the termination date. If Tenant shall fail to give such timely notice of termination and pay the termination fee as provided above, this right of termination shall be void and of no further force or effect.

36. Parking and Service Elevator. During the Term, provided that no Event of Default has occurred, Tenant shall be assigned for its use one (1) designated Parking Space in the "taxiway" at the rear of the Building, at no cost to Tenant. Landlord, in its sole judgment, shall have the right during the term upon five (5) days advance written notice to Tenant to relocate Tenant's Parking Space to similar locations in other parts of the taxiway. Tenant will use such designated parking space at Tenant's sole risk for the parking of Tenant's vehicles, in accordance with Landlord's reasonable rules and

regulations. Landlord shall not be liable to Tenant or Tenant's employees for any damage to vehicles parked in the taxiway unless caused by negligence or willful misconduct of Landlord. Tenant shall also be allowed access to and usage of the Building's freight elevator without charge at a frequency not to exceed seven trips per week (on average). Tenant may also utilize the passenger elevators without limitation, provided that no boxes or carts larger than a typical "stenographer's" pull carts are allowed in such elevators.

37. Landlord's Representation and Warranties. Landlord represents and warrants to Tenant as follows:

(a) Landlord is the owner of the Building.

(b) This Lease when signed and delivered by Landlord and Tenant constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms.

(c) Landlord has received no outstanding notice that the Premises is in violation of any applicable zoning laws or building codes.

(d) To Landlord's knowledge, as of the date hereof, there are no Hazardous Substance in, on or under the Premises in violation of Environmental Laws.

(e) Landlord has received no outstanding notice that any portion of the Premise violates the American With Disabilities Act of 1990 as amended.

(f) To Landlord's knowledge, the Property is zoned for Tenant's intended use (as described in Section 1(D) hereof).

(g) To Landlord's knowledge, there is no asbestos or mold in or about the Premises. If asbestos or mold (in quantities that constitute a hazard to human health), is discovered in or about the Premises, Landlord shall promptly remediate same.

38. Events of Default by Landlord.

A. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying with particularity the respects in which Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance of a non-monetary default, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Nothing contained in the foregoing shall impair any of Tenant's rights or remedies available to Tenant at law or equity for Landlord's default after the notice and grace periods set forth herein have expired. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then a mortgagee(s) shall have an additional 30 days within which to cure such default or if such default cannot be cured within such time, then such additional time as may be necessary if within such 30 days any mortgagee(s) has commenced and is diligently pursuing the remedies necessary to cure such default, in which event Tenant shall not have the right to pursue any claim against Landlord or such mortgagee,

including but not limited to any claim of actual or constructive eviction, so long as such remedies are being diligently pursued. Upon any such default, and subject to applicable notice and grace periods as set forth above, Tenant may perform such obligation upon prior written notice to Landlord that Tenant is planning to do so and the continuing failure by Landlord to begin performance, and Landlord shall pay to Tenant its reasonable, actual and documented cost, charges and expenses (including reasonable actual and documented legal fees and expense) in connection therewith.

B. Notwithstanding Section 38(A) above, should a dispute arise between the parties with respect to whether Landlord is in default for the failure to perform its obligations under this Lease, said dispute shall be resolved by arbitration initiated by either party before the American Arbitration Association. If Landlord fails to pay any amounts owed to Tenant by Landlord pursuant to the final award rendered in such arbitration within thirty (30) days after such rendering, then Tenant shall have a right to offset such amount from Rent becoming due under this Lease, together with interest at the Default Rate, which interest shall accrue from the date of such rendering until such amounts have fully recovered.

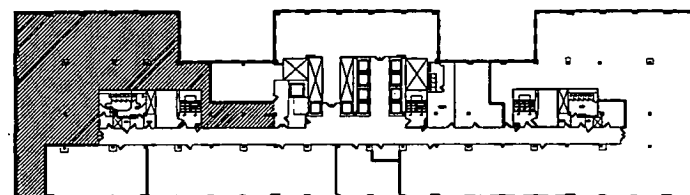
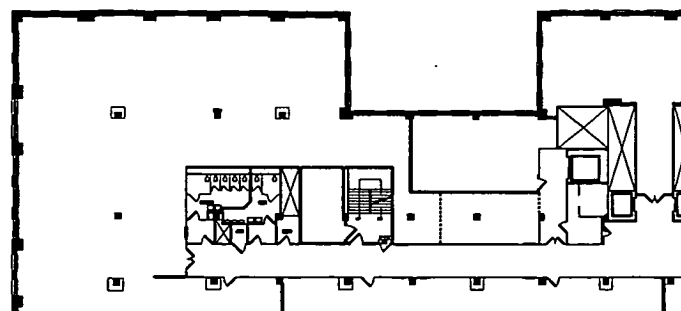
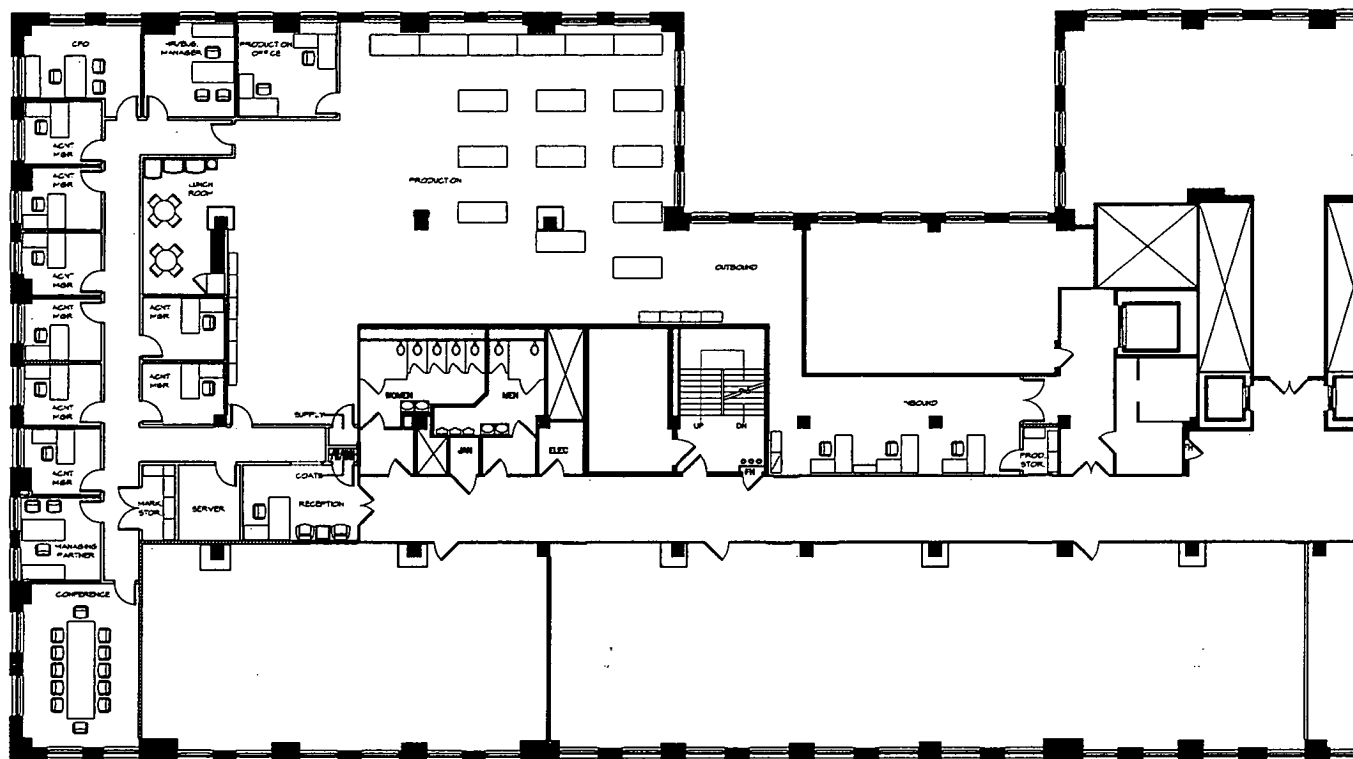
SCHEDULE OF EXHIBITS































<u>EXHIBIT</u>	<u>CONTENTS</u>
"A"	Plan of Premises
"B"	Landlord's Work
"C"	Intentionally Deleted
"D"	Plan Requirements and other Tenant Construction Standards
"E"	Landlord Requirements
"F"	Rules and Regulations
"G"	Confirmation of Lease Term

EXHIBIT "A"

PLAN OF PREMISES

Landlord will construct the premises in accordance with a plan which is similar to the plan marked SK-1 dated March 25, 2005 [currently attached to Lease and needs to be replaced with Tenant's revised plan] which has been previously submitted to Landlord. Landlord's Work shall include all upgrades currently included on page 5 of the Tenant fit-out specifications attached as Exhibit "B". Note that any furniture, cubicles, counters, workstations or cabinets shall be furnished and installed at the sole and exclusive cost of Tenant.



SCHEMATIC PLAN		LEGEND
	Boundary	
	Building	
	Road	
	Water	
	Field	
	Forest	
	Mountain	
	River	
	Lake	
	Pond	
	Stream	
	Canal	
	Dam	
	Bridge	
	Tunnel	
	Railway	
	Road	
	River	
	Lake	
	Pond	
	Stream	
	Canal	
	Dam	
	Bridge	
	Tunnel	
	Railway	
	Road	
	River	
	Lake	
	Pond	

PARTRIDGE
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ON-SITE
E-DISCOVERY

ONE PENN CENTER
5TH FLOOR
PHILADELPHIA, PA

SCHEMATIC PLAN

PROJECT #:	05 003.0
SCALE:	AS NOTED
DRAWN BY:	CA
CHECKED BY:	
DATE	8/24/01

ISSUE FOR REVIEW

REVISIONS:

A

A

A

SK-2

Page 1 of 2

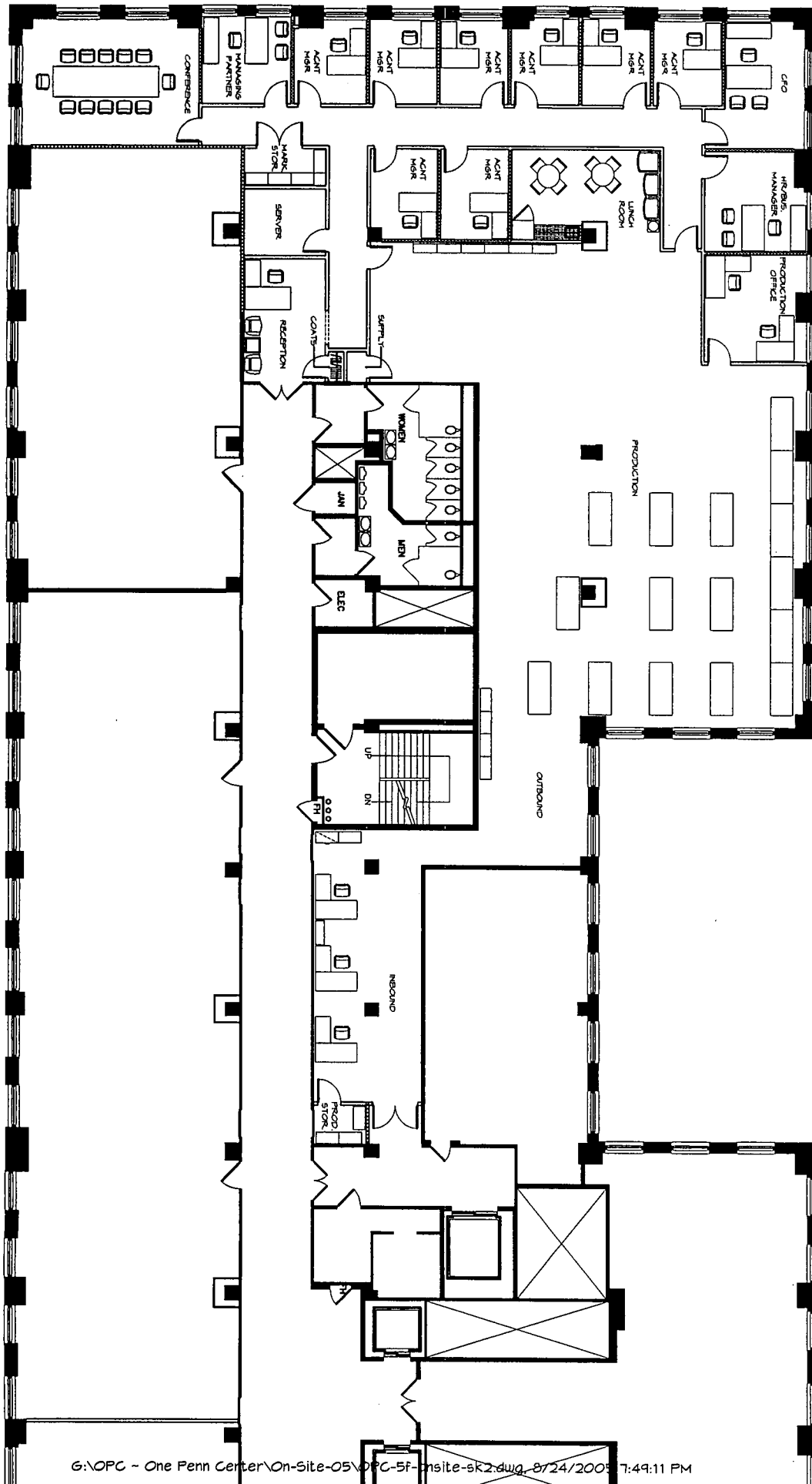


EXHIBIT "B"

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **PARTRIDGE ARCHITECTS**

FLOOR: **5**
PLAN NO. **SK 1**
PLAN DATE: **25-Mar-05**

GENERAL

These Notes are to be used in concert with the Building Standards, Partridge Architects Standard Specifications for Interior Fit-Out Projects in the City of Philadelphia, and the Schematic Plan referenced above for estimating the cost of construction. Items noted as standard shall be included except where specific exceptions or qualifications follow. These are not construction documents; rather, they are to be used as a guide to the Contractor in drawing reasonable conclusions regarding the level of work to be performed to deliver the space completed for occupancy, in accordance with applicable codes and ordinances and with standards of the industry for first Quality Construction and like new appearance.

Allowances listed are building standard. Additional cost for deviations from building standard in quantity or type will be the responsibility of the Tenant. Allowance quantities shall be prorated to actual amount of leased space.

Prior to submitting bids for the work contractors shall tour the site and make themselves thoroughly familiar with it, the building specific work rules, and the local conditions that may affect the cost, prosecution or performance of the work. Contractor shall notify Landlord of any hazardous materials immediately.

PARTITIONS

BUILDING STANDARDS

All partitions shall terminate at the Building exterior wall, window mullion, column, or solid wall surface. Jogs, curves or angles in any partition meeting the Building window mullions will not be allowed.

Tenant Corridor and Demising Partitions

3-5/8" 25-gauge steel studs @ 24" o.c., 3" glass fiber sound attenuation blanket insulation; single layer Type X 5/8" gypsum wallboard one side, double layer Type X 5/8" gypsum wallboard opposite side; taped and spackled; floor to underside structure above. (OSU T-3240, GA #WP 1080)

Building Standard Interior Partition

2 1/2" 25-gauge steel studs at 24" o.c., single layer 5/8" GWB both sides, taped and spackled; floor to underside of acoustical tile ceiling. GWB detail at ceiling to be 2" felt strip between top track and ceiling system with continuous US Gypsum No. 200-B 5/8" metal trim bead.

allowance: 1 lf (linear ft) per 15 sf (square feet) leased space.

DOORS AND FRAMES

Suite Entrance

Door: Ribbon strip Mahogany stained to match standard finish; double doors ea. 3'0" x 7'10" x 1 3/4" OR single door entrance 3'5" x 7'10" x 1 3/4". Doors to be fitted with top rail wide enough to accept concealed closer mounting (no through bolting). Existing suite entry door locations shall be retained. The issuance of entry door(s) shall be at the sole discretion of ownership.

Frame: Painted hollow metal with standard section painted applied wood moldings.

Hardware: Heavy duty commercial grade entrance lock (Corbin/Russwin D3, 6-pin keying), clear coated polished brass finish. Closer to be surface mounted overhead closer with concealed fasteners.

Interior Tenant Door (incl. double doors at freight elevator)

Door: 3'-0" x 8'-0" x 1-3/4" solid core wood, stain grade White Birch. Door height may be limited in some areas, 8' doors provided where practicable.

Frame: Painted knock-down hollow metal.

Hardware: Hardware shall be Corbin/Russwin D3, 6-pin keying. Heavy duty commercial grade cylinder type lever handle latchset.

allowance: 1 interior door per 375 sf leased space.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **PARTRIDGE ARCHITECTS**

FLOOR: **5**
PLAN NO: **SK 1**
PLAN DATE: **25-Mar-05**

MILLWORK & CASEWORK

Pantry Unit - (where indicated on the plan); Plastic laminate counter with splash all around, flush overlay base cabinets (HCP accessible sink base) and wall cabinets, with brushed chrome wire-pulls.

allowance: less than 3,500 sf - Pantry Units are not provided as Building Standard.
Spaces greater than 3,500 sf but less than 7,500 sf - 60" Pantry Unit is provided as Building Standard.
Spaces greater than 7,500 sf - 84" Pantry Unit is provided as Building Standard.

Rod + Shelf - painted wood shelf with chrome rod at each coat closet.

WALL FINISH

Paint - Typical throughout unless otherwise noted. All painted finishes shall be minimum 2 coat finish to provide full coverage. One color walls/ doors/ frames.

At GWB - **BENJAMIN MOORE** Latex Eggshell finish Enamel (acrylic latex base)

At Wood, Metal (incl doors, frames and trim) - **BENJAMIN MOORE** Latex Semi-gloss Enamel (alkyd base)

FLOOR COVERING

Cut Pile Carpet Philadelphia Carpet **Emphatic 30**, tufted cut pile, 100% Monsanto LXI 6.6 Nylon, glue down installation.

Face Weight	30	oz. / square yard	Pile Height	0.281	inch
Stitch Count	9.5	per inch	Base:	4" vinyl cove base	
Scope:	Cut pile carpet standard at Conference Rooms and Offices, one color choice each carpet type.				

Level Loop Carpet Philadelphia Carpet **Sable Island**, tufted graphic loop pile, 100% Solution Q BCF nylon, glue down installation.

Face Weight	28	oz. / square yard	Pile Height	0.187	inch
Stitch Count	8.0	per inch	Base:	4" vinyl cove base	
Scope:	Loop carpet standard at corridors, and open workspaces, one color choice each carpet type.				

Vinyl Composition Tile (VCT) **Armstrong Excelon**, vinyl composition tile, 12" x 12" x 1/8", one color.

Scope: VCT standard at Copy, File, Lunch and Storage rooms. **Base:** 4" vinyl cove base

SUSPENDED ACOUSTICAL CEILINGS

Exst ceiling to remain where in good condition and new configuration permits. Replace sections and/or patch & repair as required by new configuration. Tiles shall be replaced as required to maintain uniform like new appearance. Individual rooms and contiguous spaces shall have all new or all reused tiles (not mixed). Minimum ceiling height shall be 8'0" AFF, ceiling heights shall be at the sole discretion of ownership.

Ceiling Tile: **USG Acoustone** acoustic, mineral fiber, non-directional, fine fissured, lay-in tile, 24" x 24", color: white, edge: regular edge.

Grid: **Donn DX 15/16"** suspension grid, color: white.

WINDOW TREATMENT

Mini-blinds, nominal 1" width, brushed aluminum finish at all exterior windows.

SIGNAGE

Suite Entry: The Landlord shall provide standard tenant identification at suite entry.

Directory: The Landlord shall provide standard tenant identification at building main directory and individual at floor directory.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **PARTRIDGE ARCHITECTS**

FLOOR: **5**
PLAN NO: **SK 1**
PLAN DATE: **25-Mar-05**

FIRE PROTECTION

BUILDING STANDARD

Fire Protection

Space shall be sprinklered in accordance with all applicable local, state and national codes, ordinances and standards for the industry. Unless otherwise noted sprinkler heads shall be semi-recessed chrome type. Heads shall not necessarily be centered but shall be min 6" from ceiling grid.

Fire Detection/Alarm

Building standard fire/smoke detection and alarm systems shall be modified in accordance with all local, state, and national codes and ordinances (including ADA) as required by the new layout. Contractor shall coordinate with Landlord's Fire Alarm Contractor regarding the standards for the building including the relocation and supply of pull stations, strobes, speakers and smoke heads. Contractor shall submit proposed system design to Landlord (and Landlord's Fire Alarm Contractor) for review and approval prior to construction.

MECHANICAL SYSTEMS

Building standard air-conditioning capacity shall not exceed (1) ton of air cooling capacity per 400 sf leased space, with flush mounted supply and return air diffusers. All ductwork will be as per Building Engineer's specifications. Where Tenant's utilization of the premises necessitates additional cooling capacity (e.g. in the case of intensive equipment density) such additional capacity shall be at the sole cost and expense of the Tenant and shall be subject to all requirements set forth in the lease.

Modify/supplement existing HVAC system as required by the new configuration and utilization.

Plumbing

At allowable pantries (see Millwork section above) - Elkay stainless steel ADA accessible full size sink and polished chrome gooseneck faucet. Sink shall be located convenient to plumbing riser.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TEENANT: **On-Site E-Discovery**
ARCHITECT: **PARTRIDGE ARCHITECTS**

FLOOR: **5**
PLAN NO. **SK 1**
PLAN DATE: **25-Mar-05**

ELECTRICAL

Landlord shall provide electrical capacity to the demised premises of (4) watts per rentable square foot, excluding air-conditioning requirements. Any additional power requirements require the consent of the Landlord pursuant to the lease, shall be undertaken at Tenant's sole cost and expense and will likely necessitate additional HVAC requirements (see below), also at Tenant's sole cost and expense.

The following are excluded from Landlord's work and where required shall be at Tenant's sole cost and expense: additional electric panel/ isolated ground panels or outlets, clean power, and any consideration for harmonics.

Lighting

Building standard 2x4 - 3 tube (T-8, 32W, 277V) Metalux (or equal) recessed fluorescent return-air fixtures shall be new or existing to remain as available. Existing fixtures to be reused shall be thoroughly cleaned, relamped, rebalasted (only as required) and touched up as required to provide like new function and appearance. Lamping shall be GE or Sylvania "Super Saver" F40-SP35 cool white lamps, initial lamping shall be furnished and installed by the Landlord.

Ballasts shall be of the energy saving solid state electronic type, magnetic or hybrid ballasts shall not be acceptable; all ballasts shall be UL-P rated and have "A" sound ratings. All ballasts shall be arranged for rapid starting of rapid start lamps, instant starting of lamps shall not be accepted.
allowance: One 2x4 recessed fluorescent fixture shall be allowed per each 125 sf leased space.

Switching

Individual rooms and offices shall be switched individually, common spaces and corridors shall be switched from central locations. Devices shall be specification grade toggle switch, color: brown devices, brushed stainless steel (SS) plates.

Exit and Emergency Lighting (including strobes)

Shall be provided according to code (including ADA) and comply with building standard fixture, 6" edgelit plexiglass flush mtd type

Electrical Receptacles

Standard 110-120V duplex receptacles shall be provided according to the quantities listed below. Devices shall be spec grade, color: brown, brushed SS plate. All receptacles shall be located and installed in drywall partitions, chopping or chasing solid core and/or exterior walls will not be permitted.

allowance: Standard 120V duplex receptacles shall be provided at the rate of 1 per each 125 sf leased space.

Dedicated 20A - 120V duplex receptacles shall be provided according to the quantities listed below.

allowance: Two dedicated 20A - 120V duplex receptacles shall be provided for spaces less than 3,500 sf.
Three dedicated 20A - 120V duplex receptacles shall be provided for spaces greater than 3,500 sf.

DATA & COMMUNICATIONS

Provide 3/4" x 4" x 4" painted wall mounted FT plywood panel. Data and Communications cabling and equipment shall be by the Tenant.

allowance: Box eliminator with pull string (for data/comm cable terminations) shall be provided at the rate of 1 per each 125 sf leased space.

EQUIPMENT AND APPLIANCES

All equipment and appliances shall be by the Tenant unless otherwise specifically noted herein.

SCHEDULE

Fit-out operations from Notice-to-Proceed to completion of Punch List is required to be not less than 5 calendar weeks.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **Partridge Architects**

FLOOR: **5**
PLAN NO: **SK 1**
PLAN DATE: **25-Mar-05**

ALLOWANCES

The following represent quantities and materials provided under the Building Standards noted herein.

Tenant name: **On-Site E-Discovery**
Leased space (rentable): **7,372 sf**

Partitions

Interior Partition: **500 linear feet**

Doors/ Frames/ Hardware

Interior tenant door: **20 doors allowed**

Millwork

Pantry unit: **Spaces greater than 7,500 sf - 84" Pantry Unit is provided as Building Standard.**

Finishes

Paint: **One wall paint color/ one color doors and frames for this Tenant**

Carpet: **One color each type carpet for this Tenant**

Vinyl Tile: **One color vinyl tile for this Tenant**

Electrical

Lighting: **59 2 x 4 recessed fluorescent fixtures for this Tenant**

Receptacles: **59 Duplex 120V receptacles**

3 Dedicated 20A 120V duplex receptacles

UPGRADES:

Partitions

Insulated Partitions: **At Conference Room**

Doors/ Frames/ Hardware

Locksets: **17 required**

Louver Doors: **Provide at Server Room.**

Millwork

Pantry unit: **Provide 7 LF plastic laminate counter with splash all around, flush overlay base cabinets (HCP accessible sink base) and wall cabinets, with brushed chrome wire-pulls.**

Finishes

Paint: **Allow (2) accent colors**

HVAC

Exhaust fan: **Provide at Lunchroom and Server.**

Provide exhaust fan in Production. Exhaust to outside.

Supplemental: **Provide 24-7 HVAC in Production.**

Water Lines: **Provide (4) Water Lines for DW, (1) Water cooler, (1) Coffee Maker and (1) Icemaker at Refrigerator.**

Electrical

Receptacles: **POWER TO COME FROM CEILING ON A FLEXIBLE CORD FOR COPIERS LISTED BELOW.**

6 Dedicated 20A, 115V, 60Hz, single phase, 3 wire, with dedicated ground NEMA 5-20R receptacles

10 Dedicated 15A, 208VAC, NEMA 6-15R receptacles

2 Dedicated 20A, 208V, 60Hz, single phase, 3 wire, with dedicated ground NEMA 6-20R receptacles

CLARIFICATIONS:

Finishes

VCT: **At Inbound, Outbound, Production, Production Storage, Production Office, Lunch Room and Server**

Loop Carpet: **At Corridors, Reception, Conference and Coats**

Cut pile carpet: **At Offices**

DD: G:\DPC\On-site\05\OPC-Crestle-TF0-3-24-05

REVISED 3/28/05
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ONE PENN CENTER AT SUBURBAN STATION
BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS V2.0- PAGE 5 OF 5

EXHIBIT "C"

INTENTIONALLY DELETED

EXHIBIT "D"

PLAN REQUIREMENTS

1. With respect to any Alterations by Tenant, Tenant shall prepare (or cause to be prepared) and deliver to Landlord, at Tenant's sole cost and expense (but subject to Section 7(B) of the Lease) approved working drawings and specifications indicating the proposed Landlord's Work, Tenant layout or Tenant alterations, as the case may be, for review, approval and distribution and setting forth the following information:

- a. The location and extent of floor loading in excess of 100 psf (including partitions live load).
- b. The special HVAC needs by locations, and description of need.
- c. Estimated total electrical load including lighting for the Premises.
- d. Partition locations and type.
- e. Door locations, size and type, if other than building standard.
- f. Reflected ceiling plans.
- g. The location of electrical outlets and telephone outlets.
- h. Any cabinet work, ornamental metal work, architectural installations and details.
- i. Any specific plumbing requirements, including plans and sections.
- j. Any ceiling heights or any ceiling materials other than building standard materials, and any other information not delineated elsewhere.
- k. A finish schedule of each area.

2. Tenant's Final Plans shall be submitted to Landlord not later than the date specified in Section 1(N) of this Lease. Following receipt of the information, drawings and requirements as set forth above, Landlord's engineer shall perform and coordinate all structural, mechanical, plumbing, electrical fire protection and other engineering required to extend or adapt Landlord's systems to meet Tenant's occupancy requirements. Tenant shall pay Landlord's engineer through Landlord the expenses and fees of Landlord's engineer. If after Landlord's engineer shall have rendered its services and Tenant shall request revisions thereto, then Tenant shall pay such expenses and fees for such additional services. Monthly requisitions based upon work performed shall be paid by Tenant within thirty (30) days after demand thereof.

3. Late Delivery: If Tenant fails to furnish to Landlord the construction information and

requirements (including without limitation the Final Plans) or to return any approvals required from it by the dates or within the times specified by Landlord or in this Lease, or makes any changes in such information, drawings or specifications after approval thereof by Landlord, then (a) Landlord may proceed with any construction work as determined solely by Landlord or (b) Landlord may accept late delivery or such information and/or changes therein. In either such event, Tenant shall bear any additional construction or other expense to Landlord caused by any delay in furnishing such information or by any such changes therein (including the changes set forth in Sections 4 and 5 below) and if the construction work being performed is in connection with Tenant's initial occupancy of the Premises, the Commencement Date as determined in accordance with Section 3 of the Lease shall be advanced by the number of days which the Premises are delayed in being made ready for occupancy due to such delays or because of such changes.

4. Substitutions. Tenant may in the Final Plans, or Alteration plans substitute other materials, equipment (other than the venetian blinds at the exterior windows) and fixtures for installation in the Premises for those specified as Landlord's Work, and in such event the Landlord shall furnish and install in the Premises such material, equipment and fixtures so substituted by the Tenant as part of the Landlord's Work, provided that all such material, equipment and fixtures shall be of a quality at least equal to the quality of relevant items specified as Landlord's Work, and provided further that if the cost of such substituted material, equipment and fixtures exceeds the cost of the item specified in Landlord's Work, the amount of such excess shall be paid by the Tenant to the Landlord within thirty (30) days after receipt by Tenant of a bill for same, plus the difference between such two costs multiplied by a fee of ten percent (10%) for the office overhead and the required supervision and handling in the field of the substituted item.

5. Additional Items: Tenant may also indicate in Tenant's construction information and requirements additional materials, equipment and fixtures beyond those items specified in Landlord's Work, to be furnished and installed with Landlord's approval by Landlord at Tenant's sole cost and expense. The cost to Tenant for such additional materials, equipment and fixtures shall be Landlord's Manager or General Contractor's cost plus ten percent (10%) for overhead.

EXHIBIT "E"

LANDLORD'S REQUIREMENTS

A. Tenant's Contractors. Tenant shall, at its expense, select and employ its own contractors for any work in the Premises which Landlord does not perform and which Tenant is permitted by this Lease to perform, subject to the following qualifications:

(1) Tenant shall first obtain the approval of Landlord, in writing, of the specific work it proposes to perform and shall furnish Landlord with plans and specifications therefor, in accordance with Exhibit "D" hereof.

(2) All work shall be performed by responsible contractors and subcontractors approved in advance by Landlord, who shall not, in Landlord's reasonable opinion, prejudice Landlord's relationship with Landlord's contractors or subcontractors or the relationship between such contractors and their subcontractors or employees, or disturb harmonious labor relations, and who shall pay prevailing wages. Each of Tenant's contractors shall furnish in advance and maintain in effect workmen's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance (naming Landlord, Manager and Landlord's contractors and subcontractors as insureds) with limits satisfactory to Landlord, and each shall, prior to the commencement of any work, file waivers of mechanic's liens for the work to be performed or items to be supplied by any of Tenant's contractors, subcontractors or materialmen.

(3) All work shall be performed in such manner and at such time so as to avoid interference with any work being done by Landlord or its contractors or subcontractors in the Premises or at the Property generally. In the event such work is to occur prior to the Commencement Date Landlord shall, however, endeavor to give Tenant access for such work prior to the commencement of the Term hereof at the earliest time consistent with the restrictions of this Section A.

(4) Tenant and its contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in the performance of its work, for the removal of waste and debris resulting therefrom and for any damage caused by them to any installations or work performed by Landlord or its contractors and subcontractors.

(5) Tenant's contractors and subcontractors shall be subject to the schedules of Landlord and its contractors, but Landlord shall not be responsible for any aspect of the work performed by Tenant's contractors or subcontractors or for the coordination of work of Landlord or its contractors with Tenant's contractors.

B. Work by Tenant. Any work by Tenant shall be subject to the following conditions:

(1) Any work required as a result of work by Tenant shall be performed at Tenant's sole cost, risk and responsibility. Tenant will cause any work by Tenant to be made in a good and workmanlike manner and to Landlord's satisfaction and will cause any and all costs and charges in connection therewith to be paid forthwith upon submission of bills therefor.

(2) In performing work, Tenant is not and shall not act as the agent of Landlord, but Tenant is causing such work to be done for Tenant's own use in the Premises. Alterations and improvements to the Premises made by Tenant shall be removed by Tenant at the expiration of the Term, or any renewal or extension, of this Lease or at any other time, as Landlord so directs, or otherwise in accordance with this Lease.

(3) Work by Tenant shall be performed by qualified contractors, who will not affect the Building's labor agreements and shall be done in accordance with all Federal, State, Local and Building construction standards and rules, regulations and ordinances of the constituted authorities governing such work. Further, all necessary permits are to be secured and posted by Tenant's contractors.

(4) All electrical work, which is to be performed, is to be inspected and approved by the Middle Department Association of Fire Underwriters, and a certificate evidencing such approval is to be sent by them to Landlord's office. If for any reason said electrical work creates an increased electrical load of any type, or any part of the Building's electrical distribution system, it shall be Tenant's responsibility, at Tenant's sole cost and expense, to correct such overload.

(5) Tenant's contractors shall maintain insurance covering property damage, workmen's compensation, public liability and motor vehicle liability and said contractors shall furnish Landlord with certificates evidencing these coverages which shall be in accordance with Building standards for insurance coverage, as determined by Landlord from time to time.

(6) Work by Tenant is to be organized by Tenant's contractors and shall conform with all of the rules and regulations of the Building in its overall operation in respect to the use of elevators, delivery of material and other matters, and in this regard, arrangements are to be made with the Building superintendent.

(7) Tenant shall, prior to any work by it, obtain waivers of the right to file liens from all contractors, subcontractors, materialmen and others, which waivers shall be properly recorded in order to make the same fully effective as against all such persons and Tenant shall, upon request of Landlord, promptly furnish Landlord with satisfactory evidence of the waiver of mechanics' liens and claims. Tenant shall deliver to Landlord one (1) original executed counterpart of each waiver of lien prior to the commencement of any work and the delivery of items to be supplied for Tenant's work. Tenant shall, within ten (10) days of filing, remove, or cause to be removed, any liens which may nevertheless be filed against the Property, and to defend, indemnify and save harmless Landlord from any loss in connection with the filing of such liens or the claims of materialmen. Tenant shall also defend, indemnify and save harmless the Landlord and Manager of and from any damage, loss, liability, cost and expense arising from any claim for injury to person and/or damage to property alleged to result from or in the course of the making of said alterations and improvements except for such damages, loss, liability, cost and expense arising from the gross negligence or intentional acts of Landlord, its agents or employees. If for any reason the actions of Tenant's contractors shall in any way hinder the normal operation of said Building, then the Landlord shall have the right to request that said actions cease until such time that the Building's normal operation shall not be hindered.

(8) In performing work, Tenant shall not affect or weaken the structure of the

Building nor alter same.

(9) Plans and specifications approved by Landlord are subject to Building requirements, and shall be in compliance with the electrical, mechanical and construction needs established by Landlord as Building standards.

(10) Landlord assumes no responsibility for workmanship, materials or equipment in connection with work by Tenant.

EXHIBIT "F"

RULES AND REGULATIONS

1. DEFINITIONS. Wherever in these Rules and Regulations the word "Tenant" is used, it shall be taken to apply to and include the Tenant and his agents, employees, invitees, licensees, subtenants and contractors, and is to be deemed of such number and gender as the circumstances require. The word "room" is to be taken to include the space covered by Lease. The word "Landlord" shall be taken to include the employees and agents of Landlord.

2. CONSTRUCTION. The streets, parking areas, sidewalks, entrances, lobbies, halls, passages, elevators, stairways and other common area provided by Landlord shall not be obstructed by Tenant, or used for any other purpose than for ingress and egress.

3. WASHROOMS. Toilet rooms, water-closets and other water apparatus shall not be used for any purpose other than those for which they were constructed.

4. INSURANCE REGULATIONS. Tenant shall not do anything in the rooms, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which will conflict with the regulations of the Fire department or the fire laws, or with any insurance policy on the Building or any part thereof, or with any law, ordinance, rule or regulation affecting the occupancy and use of the rooms, now existing or hereafter enacted or promulgated by any public authority or by the Board of Fire Underwriters.

5. GENERAL PROHIBITIONS. In order to insure proper use and care of the Premises Tenant shall not:

- a) Keep animals or birds in the Premises.
- b) Use rooms as sleeping quarters.
- c) Allow any sign, advertisement or notice to be fixed to the Building, inside or outside, without Landlord's prior written consent. Signs on any interior glass doors will be painted only by the person designated by Landlord, the cost of the painting to be paid by Tenant.
- d) Make or permit noises or disturbances of any kind, including singing or using any musical instrument, radio or television at levels objectionable to adjoining tenants or Landlord, or otherwise do anything to disturb other tenants or tend to injure the reputation of the Building.
- e) Mark or defile elevators, water-closets, toilet rooms, walls, windows, doors or any other part of the Building.
- f) Place anything on the outside of the Building, including roof setbacks, window

ledges and other projections; or drop anything from the windows, stairways, or parapets; or place trash or other matter in the halls, stairways, elevators or light wells of the Building.

- g) Cover or obstruct any window, skylight, door or transom that admits light.
- h) Except for hanging usual wall decorations and pictures, not fasten any article, drill holes, drive nails or screws into the walls, floors, woodwork, or partitions; nor shall the same be painted, papered or otherwise covered or in any way marked or broken without prior written consent of Landlord.
- i) Operate any machinery other than small office equipment.
- j) Interfere with the heating or cooling apparatus.
- k) Allow anyone but Landlord's employees or contractors to clean rooms.
- l) Leave rooms without locking doors, stopping all office machines, and extinguishing all lights.
- m) Install any shades, blinds, or awnings.
- n) Use any electric heating device.
- o) Install call boxes, or any kind of wire in or on the Building.
- p) Manufacture any commodity, or prepare or dispense any foods or beverages, tobacco, drugs, flowers, or other commodities or articles.
- q) Secure duplicate keys for rooms or toilets, except from Landlord.
- r) Use desk chairs on carpeted areas without protective chair pads.
- s) Place any weights in any portion of the Building beyond the safe carrying capacity of the structure.
- t) Enter any mechanical or electrical areas, telephone closets, loading areas, roof or building storage areas.
- u) Place door mats in public corridors.

6. PUBLICITY. Tenant shall not use the name of the Building in any way in connection with its business except as the address thereof. Landlord shall also have the right to prohibit any advertising by Tenant, which, in its opinion, tends to impair the reputation of the Building or its desirability as a building for offices; and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

7. MOVEMENT OF EQUIPMENT. Landlord reserves the right to designate the time when and the method whereby freight, small office equipment, furniture, safes and other like articles may be brought into, moved or removed from the Building or rooms, and to designate the location for temporary disposition of such items. In no event shall any of the foregoing items be taken from Tenant's space for the purpose of removing same from the Building without the prior written consent of Landlord. If Tenant requires use of the freight elevators and/or loading facilities for moving any of the foregoing items, at least two (2) weeks prior to the date of Tenant's proposed move, Tenant shall deliver to Landlord a written request to use such facilities on such date. Landlord will promptly advise Tenant whether such date is satisfactory. If for any reason such date is unsatisfactory to Landlord, Tenant shall not be permitted to utilize such facilities on such date but rather shall alter its timetable to utilize the same on a date satisfactory to Landlord.

8. REGULATIONS CHANGES. Landlord shall have the right to make such other and further reasonable rules and regulations as in the judgment of Landlord, may from time to time be needful for the safety, appearance, care and cleanliness of the Building and for the preservation of good order therein. Landlord shall not be responsible to Tenant for any violation of rules and regulations by other tenants.

9. PUBLIC ENTRANCE. Landlord reserves the right to exclude the general public from the Building upon such days and at such hours as in Landlord's judgment will be for the best interest of the Building and its tenants. Person entering the Building after 6:00 P.M. on business days and at all times on weekends and holidays must sign the register maintained for that purpose.

EXHIBIT "G"

CONFIRMATION OF LEASE TERM

THIS IS AN AGREEMENT dated as of the ____ day of _____, 20__ by and between One Penn Associates, L.P. ("Landlord") and [Tenant Name] ("Tenant").

WITNESSETH:

WHEREAS, by a lease dated as of _____, 20__ between the parties hereto (the "Lease") Landlord leased to Tenant and Tenant leased and took from Landlord, certain premises at One Penn Center at Suburban Station, Philadelphia, PA for the Term and upon the terms and conditions more specifically set forth therein (the "Premises");

WHEREAS, the Lease provides that, as defined in the Lease, when the actual Commencement Date has been determined, the parties shall execute a confirmation of the Commencement Date and Term of the Lease.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

A. The Tenant is now in possession of the Premises.

B. The Commencement Date of the Lease is _____, 20__ and the Termination Date of the initial Term of the Lease shall be _____.

Tenant acknowledges that the Premises are accepted by Tenant as having been constructed in accordance with the terms of the Lease.

Nothing in this Agreement is intended to change or modify the rights of the parties under the Lease and all other terms and conditions of said Lease are hereby reaffirmed as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives the day and year first above written.

LANDLORD:

ONE PENN ASSOCIATES, L.P.
a Delaware limited liability partnership

By: One Penn GP CO., LLC
a Delaware limited liability company,
its general partner

By: _____
Name: Henry Gross
Title: President

TENANT:

[Tenant Name], a [Tenant Type of entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Subj: **Re: On-Site**
Date: 11/23/2005 12:04:26 PM Eastern Standard Time
From: Eliegross
To: Harry.Thomes@Staubach.com, GHeme@onss.com, TMongiello@mmwr.com,
BTruchan@onss.com
CC: fran.krupa@onepenn.com, Susan.Castan@onepenn.com, kim@partridgearch.com, Realexcorp,
Jesse.Barash@onepenn.com

Gentlemen:

Enclosed please find the revised Exhibit B for the On Site Sourcing Lease. This (five page) document will replace pages 50 - 54 of the existing Exhibit B which is currently attached to the Lease. We have updated this document to reflect Tenant's correct allowances with respect to the square footage that was actually leased. Please note that Landlord's position is that On Site has already received the appropriate allowances.

If you have any questions, please feel free to contact me.

Sincerely,

Elie Gross
Realex Capital
444 Madison Avenue
Suite 1800
New York, NY 10022
P- 212 317 1133 x239
F- 212 317 2331

Harry/Elie/Jesse:

Please advise as to the status of the "replacement" Exhibit B to the lease. See note below.

Harry S. Thomes
Vice President
The Staubach Company
401 City Avenue, Suite 900
Bala Cynwyd, PA 19004
(610) 668-8055 tel
(610) 934-7131 direct
(610) 668-8174 fax
harry.thomes@staubach.com

From: Harry Kim [mailto:kim@partridgearch.com]
Sent: Tuesday, November 15, 2005 10:21 AM
To: Harry Thomes
Cc: Realexcorp@aol.com; Eliegross@aol.com; jesse.barash@onepenn.com
Subject: RE: On-Site

Harry:

I received a reply from Elie Gross of Realex in response to your e-mail questioning the allowances. The lease was executed using the latest plan, but you are correct that there wasn't a revised plan attached to the lease.

Although the allowances in Exhibit B of the lease reflect 7,372 RSF, Elie spoke to Jesse, and he confirmed that he recalculated all of the allowances using the latest plans, which is 8,672 RSF, the correct rentable number. I will coordinate w/ Henry and Elie on a revised exhibit if required, but note

that Ownership's position is that On-Site has received the correct allowances.

Harry

Harry R. Kim, IIDA

Associate

PARTRIDGE ARCHITECTS, INC.

1617 JFK BOULEVARD, SUITE 900

PHILADELPHIA, PA 19103

TEL MAIN 215.567.3595 x122
FAX 215.557.7984
E-MAIL kim@partridgearch.com
WEB www.partridgearch.com

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From: Harry Thomes [mailto:Harry.Thomes@Staubach.com]

Sent: Thursday, November 10, 2005 5:13 PM

To: Harry Kim

Cc: Realexcorp@aol.com

Subject: On-Site

Harry:

The Building fit-out specifications that are attached to the executed lease are for 7,372 s.f., and not the 8,672 s.f. feet that were eventually leased, therefore the summary of allowances I do not believe is correct. We need a new exhibit to reflect the larger square footage actually leased.

Harry S. Thomes

Vice President

The Staubach Company

401 City Avenue, Suite 900

Bala Cynwyd, PA 19004

(610) 668-8055 tel

(610) 934-7131 direct

(610) 668-8174 fax

harry.thomes@staubach.com

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Wednesday, November 23, 2005 America Online: Eliegross

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **PARTRIDGE ARCHITECTS**

FLOOR: **4**
PLAN NO: **SK 2.1**
PLAN DATE: **7-Sep-05**

GENERAL

These Notes are to be used in concert with the Building Standards, Partridge Architects Standard Specifications for Interior Fit-Out Projects in the City of Philadelphia, and the Schematic Plan referenced above for estimating the cost of construction. Items noted as standard shall be included except where specific exceptions or qualifications follow. These are not construction documents; rather, they are to be used as a guide to the Contractor in drawing reasonable conclusions regarding the level of work to be performed to deliver the space completed for occupancy, in accordance with applicable codes and ordinances and with standards of the industry for first Quality Construction and like new appearance.

Allowances listed are building standard. Additional cost for deviations from building standard in quantity or type will be the responsibility of the Tenant. Allowance quantities shall be prorated to actual amount of leased space.

Prior to submitting bids for the work contractors shall tour the site and make themselves thoroughly familiar with it, the building specific work rules, and the local conditions that may affect the cost, prosecution or performance of the work. Contractor shall notify Landlord of any hazardous materials immediately.

PARTITIONS

BUILDING STANDARDS

All partitions shall terminate at the Building exterior wall, window mullion, column, or solid wall surface. Jogs, curves or angles in any partition meeting the Building window mullions will not be allowed.

Tenant Corridor and Demising Partitions

3-5/8" 25-gauge steel studs @ 24" o.c., 3" glass fiber sound attenuation blanket insulation; single layer Type X 5/8" gypsum wallboard one side, double layer Type X 5/8" gypsum wallboard opposite side; taped and spackled; floor to underside structure above. (OSU T-3240, GA #WP 1080)

Building Standard Interior Partition

2 1/2" 25-gauge steel studs at 24" o.c., single layer 5/8" GWB both sides, taped and spackled; floor to underside of acoustical tile ceiling. GWB detail at ceiling to be 2" felt strip between top track and ceiling system with continuous US Gypsum No. 200-B 5/8" metal trim bead.

allowance: 1 lf (linear ft) per 15 sf (square feet) leased space.

DOORS AND FRAMES

Suite Entrance

Door: Ribbon strip Mahogany stained to match standard finish; double doors ea. 3'0" x 7'10" x 1 3/4" OR single door entrance 3'5" x 7'10" x 1 3/4". Doors to be fitted with top rail wide enough to accept concealed closer mounting (no through bolting). Existing suite entry door locations shall be retained. The issuance of entry door(s) shall be at the sole discretion of ownership.

Frame: Painted hollow metal with standard section painted applied wood moldings.

Hardware: Heavy duty commercial grade entrance lock (Corbin/Russwin D3, 6-pin keying), clear coated polished brass finish. Closer to be surface mounted overhead closer with concealed fasteners.

Interior Tenant Door (incl. double doors at freight elevator)

Door: 3'-0" x 8'-0" x 1-3/4" solid core wood, stain grade White Birch. Door height may be limited in some areas, 8' doors provided where practicable

Frame: Painted knock-down hollow metal.

Hardware: Hardware shall be Corbin/Russwin D3, 6-pin keying. Heavy duty commercial grade cylinder type lever handle latchset.

allowance: 1 interior door per 375 sf leased space.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT:

On-Site E-Discovery

FLOOR:

4

ARCHITECT:

PARTRIDGE ARCHITECTS

PLAN NO:

SK 2.1

PLAN DATE:

7-Sep-05

MILLWORK & CASEWORK

Pantry Unit - (where indicated on the plan); Plastic laminate counter with splash all around, flush overlay base cabinets (HCP accessible sink base) and wall cabinets, with brushed chrome wire-pulls.

allowance: less than 3,500 sf - Pantry Units are not provided as Building Standard.

Spaces greater than 3,500 sf but less than 7,500 sf - 60" I Pantry Unit is provided as Building Standard.

Spaces greater than 7,500 sf - 84" I Pantry Unit is provided as Building Standard.

Rod + Shelf - painted wood shelf with chrome rod at each coat closet.

WALL FINISH

Paint - Typical throughout unless otherwise noted. All painted finishes shall be minimum 2 coat finish to provide full coverage. One color walls/ doors/ frames.

At GWB - **BENJAMIN MOORE** Latex Eggshell finish Enamel (acrylic latex base)

At Wood, Metal (incl doors, frames and trim) - **BENJAMIN MOORE** Latex Semi-gloss Enamel (alkyd base)

FLOOR COVERING

Cut Pile Carpet **Philadelphia Carpet Emphatic 30**, tufted cut pile, 100% Monsanto LXI 6.6 Nylon, glue down installation.

Face Weight: **30** oz. / square yard

Pile Height: **0.281** inch

Stitch Count: **9.5** per inch

Base: **4" vinyl cove base**

Scope: Cut pile carpet standard at Conference Rooms and Offices, one color choice each carpet type.

Level Loop Carpet **Philadelphia Carpet Sable Island**, tufted graphic loop pile, 100% Solution Q BCF nylon, glue down installation.

Face Weight: **28** oz. / square yard

Pile Height: **0.187** inch

Stitch Count: **8.0** per inch

Base: **4" vinyl cove base**

Scope: Loop carpet standard at corridors, and open workspaces, one color choice each carpet type.

Vinyl Composition Tile (VCT) **Armstrong Excelon**, vinyl composition tile, 12" x 12" x 1/8", one color.

Scope: VCT standard at Copy, File, Lunch and Storage rooms.

Base: **4" vinyl cove base**

SUSPENDED ACOUSTICAL CEILINGS

Exst ceiling to remain where in good condition and new configuration permits. Replace sections and/or patch & repair as required by new configuration.

Tiles shall be replaced as required to maintain uniform like new appearance. Individual rooms and contiguous spaces shall have all new or all reused tiles (not mixed). Minimum ceiling height shall be 8'0" AFF, ceiling heights shall be at the sole discretion of ownership.

Ceiling Tile: **USG Acoustone** acoustic, mineral fiber, non-directional, fine fissured, lay-in tile, 24" x 24", color: white, edge: tegular edge.

Grid: **Donn DX 15/16"** suspension grid, color: white.

WINDOW TREATMENT

Mini-blinds, nominal 1" width, brushed aluminum finish at all exterior windows.

SIGNAGE

Suite Entry The Landlord shall provide standard tenant identification at suite entry.

Directory: The Landlord shall provide standard tenant identification at building main directory and individual at floor directory.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT:

On-Site E-Discovery

FLOOR:

4

ARCHITECT:

PARTRIDGE ARCHITECTS

PLAN NO:

SK 2.1

PLAN DATE:

7-Sep-05

FIRE PROTECTION

BUILDING STANDARD

Fire Protection

Space shall be sprinklered in accordance with all applicable local, state and national codes, ordinances and standards for the industry. Unless otherwise noted sprinkler heads shall be semi-recessed chrome type. Heads shall not necessarily be centered but shall be min 6" from ceiling grid.

Fire Detection/Alarm

Building standard fire/smoke detection and alarm systems shall be modified in accordance with all local, state, and national codes and ordinances (including ADA) as required by the new layout. Contractor shall coordinate with Landlord's Fire Alarm Contractor regarding the standards for the building including the relocation and supply of pull stations, strobes, speakers and smoke heads. Contractor shall submit proposed system design to Landlord (and Landlord's Fire Alarm Contractor) for review and approval prior to construction.

MECHANICAL SYSTEMS

Building standard air-conditioning capacity shall not exceed (1) ton of air cooling capacity per 400 sf leased space, with flush mounted supply and return air diffusers. All ductwork will be as per Building Engineer's specifications. Where Tenant's utilization of the premises necessitates additional cooling capacity (e.g. in the case of intensive equipment density) such additional capacity shall be at the sole cost and expense of the Tenant and shall be subject to all requirements set forth in the lease.

Modify/supplement existing HVAC system as required by the new configuration and utilization.

Plumbing

At allowable pantries (see Millwork section above) - Elkay stainless steel ADA accessible full size sink and polished chrome gooseneck faucet. Sink shall be located convenient to plumbing riser.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **PARTRIDGE ARCHITECTS**

FLOOR: **4**
PLAN NO: **SK 2.1**
PLAN DATE: **7-Sep-05**

ELECTRICAL

Landlord shall provide electrical capacity to the demised premises of (4) watts per rentable square foot, excluding air-conditioning requirements. Any additional power requirements require the consent of the Landlord pursuant to the lease, shall be undertaken at Tenant's sole cost and expense and will likely necessitate additional HVAC requirements (see below), also at Tenant's sole cost and expense.

The following are excluded from Landlord's work and where required shall be at Tenant's sole cost and expense: additional electric panel/ isolated ground panels or outlets, clean power, and any consideration for harmonics.

Lighting

Building standard 2x4 - 3 tube (T-8, 32W, 277V) **Metalux** (or equal) recessed fluorescent return-air fixtures shall be new or existing to remain as available. Existing fixtures to be reused shall be thoroughly cleaned, relamped, rebalasted (only as required) and touched up as required to provide like new function and appearance. Lamping shall be **GE** or **Sylvania "Super Saver"** F40-SP35 cool white lamps, initial lamping shall be furnished and installed by the Landlord.

Ballasts shall be of the energy saving solid state electronic type, magnetic or hybrid ballasts shall not be acceptable; all ballasts shall be UL-P rated and have "A" sound ratings. All ballasts shall be arranged for rapid starting of rapid start lamps, instant starting of lamps shall not be accepted

allowance: One 2x4 recessed fluorescent fixture shall be allowed per each 125 sf leased space.

Switching

Individual rooms and offices shall be switched individually, common spaces and corridors shall be switched from central locations. Devices shall be specification grade toggle switch, color: brown devices, brushed stainless steel (SS) plates.

Exit and Emergency Lighting (including strobes)

Shall be provided according to code (including ADA) and comply with building standard fixture, 6" edgelit plexiglass flush mtd type

Electrical Receptacles

Standard 110-120V duplex receptacles shall be provided according to the quantities listed below. Devices shall be spec grade, color: brown, brushed SS plate. All receptacles shall be located and installed in drywall partitions, chopping or chasing solid core and/or exterior walls will not be permitted.

allowance: Standard 120V duplex receptacles shall be provided at the rate of 1 per each 125 sf leased space.

Dedicated 20A - 120V duplex receptacles shall be provided according to the quantities listed below.

allowance: Two dedicated 20A - 120V duplex receptacles shall be provided for spaces less than 3,500 sf.

Three dedicated 20A - 120V duplex receptacles shall be provided for spaces greater than 3,500 sf.

DATA & COMMUNICATIONS

Provide 3/4" x 4" x 4' painted wall mounted FT plywood panel. Data and Communications cabling and equipment shall be by the Tenant.

allowance: Box eliminator with pull string (for data/comm cable terminations) shall be provided at the rate of 1 per each 125 sf leased space.

EQUIPMENT AND APPLIANCES

All equipment and appliances shall be by the Tenant unless otherwise specifically noted herein.

SCHEDULE

Fit-out operations from Notice-to-Proceed to completion of Punch List is required to be not less than 5 calendar weeks.

ONE PENN CENTER AT SUBURBAN STATION

BUILDING STANDARD TENANT FIT-OUT SPECIFICATIONS

TENANT: **On-Site E-Discovery**
ARCHITECT: **Partridge Architects**

FLOOR: **4th**
PLAN NO: **SK-2.1**
PLAN DATE: **7-Sep-05**

ALLOWANCES

The following represent quantities and materials provided under the Building Standards noted herein. ("Gray highlighted" areas denote revisions.)

Tenant name: **On-Site E-Discovery**
Leased space (rentable): **8,672** RSF

Partitions

Interior Partition: **580** linear feet

Doors/ Frames/ Hardware

Interior tenant door: **24** doors allowed

Millwork

Pantry unit: Spaces greater than 7,500 sf - 84"l Pantry Unit is provided as Building Standard.

Finishes

Paint: One wall paint color/ one color doors and frames for this Tenant

Carpet: One color each type carpet for this Tenant

Vinyl Tile: One color vinyl tile for this Tenant

Electrical

Lighting: **69** 2 x 4 recessed fluorescent fixtures for this Tenant

Receptacles: **69** Duplex 120V receptacles

3 Dedicated 20A 120V duplex receptacles

UPGRADES:

Partitions

Insulated Partitions: At Conference Room

Doors/ Frames/ Hardware

Locksets: 17 required

Louver Doors: Provide at Server Room.

Millwork

Pantry unit: Provide 7 LF plastic laminate counter with splash all around, flush overlay base cabinets (HCP accessible sink base) and wall cabinets, with brushed chrome wire-pulls.

Finishes

Paint: Allow (2) accent colors

HVAC

Exhaust fan: Provide at Lunchroom and Server.

Provide exhaust fan in Production. Exhaust to outside.

Supplemental: Provide 24-7 HVAC in Production.

Water Lines: Provide (4) Water Lines for DW, (1) Water cooler, (1) Coffee Maker and (1) Icemaker at Refrigerator.

Electrical

Receptacles: POWER TO COME FROM CEILING ON A FLEXIBLE CORD FOR COPIERS LISTED BELOW.

6 Dedicated 20A, 115V, 60Hz, single phase, 3 wire, with dedicated ground NEMA 5-20R receptacles

10 Dedicated 15A, 208VAC, NEMA 6-15R receptacles

2 Dedicated 20A, 208V, 60Hz, single phase, 3 wire, with dedicated ground NEMA 6-20R receptacles

CLARIFICATIONS:

Finishes

VCT: At Inbound, Outbound, Production, Production Storage, Production Office, Lunch Room and Server

Loop Carpet: At Corridors, Reception, Conference and Coats

Cut pile carpet: At Offices

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