

OFFICE LEASE AGREEMENT

BETWEEN

TWO GATEWAY CENTER PROPERTY OWNER, LLC

AS LANDLORD

AND

NEW JERSEY TRANSIT CORPORATION

AS TENANT

DATED

JUNE 14, 2023

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This Basic Lease Information is attached to and incorporated by reference to the Office Lease Agreement (the “**Lease**”) between Landlord and Tenant, as defined below.

Lease Date: June 14, 2023.

Landlord: Two Gateway Center Property Owner, LLC, a Delaware limited liability company.

Tenant: New Jersey Transit Corporation, an instrumentality of the State of New Jersey.

Premises: An area containing 407,173 rentable square feet (or, if the Partial 10 Space (as hereinafter defined) is included in the Premises as hereinafter provided, 431,680 rentable square feet), consisting of the following:

(i) an area containing approximately 180,213 rentable square feet (the “**Initial Space**”), located on and constituting (x) all of the rentable square footage on the eighth (8th), ninth (9th) and eleventh (11th) floors, and (y) a portion of the tenth (10th) floor containing approximately 17,073 rentable square feet;

(ii) an area containing approximately 54,462 rentable square feet, located on and constituting all of the rentable square footage on the twelfth (12th) floor (the “**12 Space**”);

(iii) an area containing approximately 108,678 rentable square feet, located on and constituting all of the rentable square footage on the sixth (6th) and seventh (7th) floors (the “**6-7 Space**”);

(iv) an area containing approximately 8,663 rentable square feet, located on the second (2nd) floor/Concourse Level of the Building (the “**Conference Center Space**”);

(v) an area containing approximately 55,157 rentable square feet, located on and constituting all of the rentable square footage on the eighteenth (18th) floor (the “**18 Space**”); and

(vi) if and only if the existing tenant within such applicable premises elects not to timely exercise its renewal option on or before June 30, 2023, an area containing approximately 24,507 rentable square feet, located on the 10th floor and contiguous to the portion of the 10th floor being delivered as part of the Initial Space (the “**Partial 10 Space**”);

all in the building commonly known as and having a street address of Two Gateway Center, Newark, New Jersey (the “**Building**”). Each of the Initial Space,

the 12 Space, the 6-7 Space, the Conference Center Space, the 18 Space and (if applicable) the Partial 10 Space is sometimes individually referred to herein as a **"Premises Portion"**.

The Premises are outlined on the plans attached to this Lease as Exhibit A. The land on which the Building is located (the **"Land"**) is described on Exhibit B, and is designated as Block 151, Lot 120, on the tax map of the City of Newark, Essex County, New Jersey. The term **"Project"** shall collectively refer to the Building, any other buildings in the Complex (as hereinafter defined), the Land and the driveways, parking facilities, and similar improvements and easements associated with the foregoing or the operation thereof, including without limitation the Common Areas (as defined in Section 7(c)). The term **"Complex"** shall collectively refer to that complex of buildings and land (of which the Building and the Land are a part), and all easements, rights, and appurtenances thereto (including private streets, storm detention facilities, and any other service facilities) as may exist from time to time, presently known as Gateway Complex (as defined in that certain Amended and Restated Grant and Agreement dated December 21, 1999, recorded at Deed Book 5664, page 680, as amended (the **"Gateway Complex Agreement"**)), by and among One Gateway Center Condominium Association, Inc., The Prudential Insurance Company of America, Third Newark Gateway Urban Renewal Association, Gateway Four Urban Renewal, L.P., and Gateway South Urban Renewal Association).

Landlord shall use diligent, commercially reasonable and good faith efforts to obtain the agreement (a **"5 Space Agreement"**) of the existing tenant (the **"5 Space Tenant"**) of the portion of the Building consisting of all of the rentable square footage located on the fifth (5th) floor of the Building (the **"5 Space"**) to relinquish its rights to lease the 5 Space in exchange for being able to substitute for such rights to lease the 5 Space the right to lease the 18 Space. Landlord shall keep Tenant fully informed of the status of such negotiations and shall provide Tenant with all correspondence regarding same, and Tenant shall be permitted to participate in any calls or meetings regarding same. Landlord and Tenant acknowledge and confirm that, if Landlord obtains a 5 Space Agreement from the 5 Space Tenant on terms acceptable to Landlord in its sole discretion, it is the intention of Landlord and Tenant to amend this Lease to substitute the 5 Space for the 18 Space as part of the Premises leased to Tenant hereunder on terms mutually acceptable to Landlord and Tenant (a **"5 Space Amendment"**) (it being understood and agreed that neither Landlord and Tenant shall have any obligation to enter into any 5 Space Amendment, and that such a 5 Space Amendment and the resulting substitution of the 5 Space for the 18 Space shall not be binding upon either Landlord or Tenant unless and until such 5 Space Amendment has been mutually agreed to and executed and delivered by Landlord and Tenant). Such a 5 Space Amendment shall include confirmation (i) that Tenant shall provide Construction Drawings (as defined in Exhibit D) for the 5 Space by the later of December 31, 2023, or sixty (60) days after the date of execution of such

amendment by Landlord and Tenant, (ii) that Tenant shall receive a twelve (12) month Rent Abatement (as hereinafter defined) of the Base Rent (as hereinafter defined) for the 5 Space, and (iii) that Exhibit L hereof shall be modified to provide partial termination rights for the 5 Space and the 12 Space instead of the 6th Floor Premises and the 18th Floor Premises (as those terms are defined in said Exhibit L), with the applicable Termination Fees (as defined in said Exhibit L) calculated in the same manner as currently calculated for the 6th Floor Premises and the 18th Floor Premises under said Exhibit L.

Term: The period commencing on the Rent Commencement Date for the Initial Space and ending at 11:59 p.m. local time on the last day of the three hundredth (300th) full calendar month following the Rent Commencement Date for the Initial Space (the “**Expiration Date**”), subject to adjustment and earlier termination as provided in the Lease.

Delivery Date: As to (a) the Initial Space, the Lease Date; (b) each Premises Portion other than the Initial Space (excluding the 18 Space), the date on which the applicable Premises Portion is vacant and available for performance of the Base Building Work and the Tenant Improvements (as such terms are defined in Exhibit D hereto) (collectively, “**Landlord’s Work**”), as confirmed by written notice from Landlord to Tenant (and Tenant shall be entitled at its election to schedule a walkthrough of the applicable Premises Portion by Tenant and its designated representatives with Landlord to confirm that the applicable Premises Portion is so vacant and available for performance of such work); and (c) the 18 Space only, September 1, 2023 (provided that, by written notice from Tenant to Landlord prior to such date, Tenant shall be entitled to extend the Delivery Date for the 18 Space to the first (1st) day of a subsequent calendar month (but not later than January 1, 2024) (an “**18 Space Delivery Extension**”); and provided further, Landlord shall not perform any Landlord’s Work for the 18 Space (except to the extent any such work has been performed prior to the Lease Date, and any costs for review of plans and specifications for the 18 Space provided by Tenant during the Plan Preparation Period (as defined in Exhibit D) for the 18 Space or other soft costs relating to the 18 Space authorized by Tenant (collectively, “**Authorized 18 Space Costs**”)) until the expiration of Tenant’s Plan Preparation Period for the 18 Space and to the extent Landlord incurs (or has incurred) any costs for Landlord’s Work in connection with the 18 Space before the expiration of the Tenant’s Plan Preparation Period for the 18 Space, such costs (other than Authorized 18 Space Costs) shall not apply against the TI Cost Cap (as defined in Exhibit D).

Rent Commencement Date: As to each Premises Portion, the earliest of: (a) the date on which Tenant occupies any part of such Premises Portion and begins conducting business therein (and Tenant’s early access to any Premises Portion as provided in Exhibit D for purposes of preparing the space for Tenant’s use and occupancy pursuant to the terms of this Lease, including but not limited to occupancy for the installation of Tenant’s Installations (as hereinafter defined), shall not result in Tenant being

deemed to have “occupied” any Premises Portion for the purposes of this clause (a)); or (b) the date (the “**Substantial Completion Date**”) on which Landlord’s Work in such Premises Portion is Substantially Completed (as defined in Exhibit D hereto); or (c) the date that is a number of days before the Substantial Completion Date for such Premises Portion equal to the total number of Tenant Delay Days (as defined in Exhibit D hereto) relating to Landlord’s Work in such Premises Portion.

Base Rent:

Base Rent for each Premises Portion shall be payable commencing on the Rent Commencement Date for the applicable Premises Portion (initially, the Initial Space, and, from and after the Rent Commencement Date for each of the 12 Space, the 6-7 Space, the Conference Center Space, the 18 Space, and (if applicable) the Partial 10 Space, as applicable), and shall initially equal \$39.00 per rentable square foot of the applicable Premises Portion per annum. The rate of the Base Rent per rentable square foot shall be increased as of the first (1st) day of the thirty-seventh (37th) Lease Month (as hereinafter defined) (the “**First Rent Increase Date**”), and on each anniversary of the First Rent Increase Date, to an amount equal to 1.02 times (i.e., 102% of) the rate of Base Rent per rentable square foot in effect for the preceding twelve (12) month period. Notwithstanding the foregoing, Base Rent shall be subject to the Rent Abatement (as hereinafter defined), any permitted applications of the Additional Allowance (as hereinafter defined) against Base Rent, any applicable rent credits as set forth in Section 3(b) hereof, and any other abatements or setoffs specifically provided in this Lease.

By way of example and for illustration purposes only, if the Rent Commencement Date for the Initial Space, the 12 Space, the 6-7 Space, the Conference Center Space and the 18 Space all occurred on the same date and the Premises did not include the Partial 10 Space, and without taking into consideration the Rent Abatement, any permitted applications of the Additional Allowance or of any applicable rent credits set forth in Section 3(b) hereof or any other abatements or setoffs specifically provided, then Base Rent would be the following amounts for the following periods of time:

Lease Month	Annual Base Rent	Monthly Base Rent
1 – 36	\$15,879,747.00	\$1,323,312.25
37 – 48	\$16,197,342.00	\$1,349,778.50
49 – 60	\$16,521,288.72	\$1,376,774.06
61 – 72	\$16,851,714.60	\$1,404,309.55
73 – 84	\$17,188,748.88	\$1,432,395.74

85 – 96	\$17,532,523.80	\$1,461,043.65
97 – 108	\$17,883,174.24	\$1,490,264.52
109 – 120	\$18,240,837.84	\$1,520,069.82
121 – 132	\$18,605,654.52	\$1,550,471.21
133 – 144	\$18,977,767.68	\$1,581,480.64
145 – 156	\$19,357,323.00	\$1,613,110.25
157 – 168	\$19,744,469.40	\$1,645,372.45
169 – 180	\$20,139,358.80	\$1,678,279.90
181 – 192	\$20,542,146.00	\$1,711,845.50
193 – 204	\$20,952,988.92	\$1,746,082.41
205 – 216	\$21,372,048.72	\$1,781,004.06
217 – 228	\$21,799,489.68	\$1,816,624.14
229 – 240	\$22,235,479.44	\$1,852,956.62
241 – 252	\$22,680,189.12	\$1,890,015.76
253 – 264	\$23,133,792.84	\$1,927,816.07
265 – 276	\$23,596,468.68	\$1,966,372.39
277 – 288	\$24,068,398.08	\$2,005,699.84
289 – 300	\$24,549,766.08	\$2,045,813.84

By way of example and for illustration purposes only, if the Rent Commencement Date for the 12 Space, the 6-7 Space, the Conference Center Space and the 18 Space occurred on the same date and on the first (1st) day of the thirteenth (13th) Lease Month and the Premises did not include the Partial 10 Space, and without taking into consideration the Rent Abatement, any permitted applications of the Additional Allowance or of any applicable rent credits set forth in Section 3(b)

hereof or any other abatements or setoffs specifically provided, then Base Rent would be the following amounts for the following periods of time:

Lease Month	Annual Base Rent	Monthly Base Rent
1 – 12	\$7,028,307.00*	\$585,692.25*
13 – 36	\$15,879,747.00**	\$1,323,312.25**
37 – 48	\$16,197,342.00	\$1,349,778.50
49 – 60	\$16,521,288.72	\$1,376,774.06
61 – 72	\$16,851,714.60	\$1,404,309.55
73 – 84	\$17,188,748.88	\$1,432,395.74
85 – 96	\$17,532,523.80	\$1,461,043.65
97 – 108	\$17,883,174.24	\$1,490,264.52
109 – 120	\$18,240,837.84	\$1,520,069.82
121 – 132	\$18,605,654.52	\$1,550,471.21
133 – 144	\$18,977,767.68	\$1,581,480.64
145 – 156	\$19,357,323.00	\$1,613,110.25
157 – 168	\$19,744,469.40	\$1,645,372.45
169 – 180	\$20,139,358.80	\$1,678,279.90
181 – 192	\$20,542,146.00	\$1,711,845.50
193 – 204	\$20,952,988.92	\$1,746,082.41
205 – 216	\$21,372,048.72	\$1,781,004.06
217 – 228	\$21,799,489.68	\$1,816,624.14
229 – 240	\$22,235,479.44	\$1,852,956.62
241 – 252	\$22,680,189.12	\$1,890,015.76

253 – 264	\$23,133,792.84	\$1,927,816.07
265 – 276	\$23,596,468.68	\$1,966,372.39
277 – 288	\$24,068,398.08	\$2,005,699.84
289 – 300	\$24,549,766.08	\$2,045,813.84

*i.e., Base Rent for the Initial Space only

**i.e., Base Rent for the entire Premises

If the Partial 10 Space is included in the Premises, then, in addition to the amounts set forth above, Base Rent for the Partial 10 Space only, without taking into consideration the Rent Abatement, any permitted applications of the Additional Allowance or of any applicable rent credits set forth in Section 3(b) hereof or any other abatements or setoffs specifically provided, would be the following amounts for the following periods of time:

Lease Month	Annual Base Rent	Monthly Base Rent
RCD* – 36	\$955,773.00	\$79,647.75
37 – 48	\$974,888.52	\$81,240.71
49 – 60	\$994,386.24	\$82,865.52
61 – 72	\$1,014,273.96	\$84,522.83
73 – 84	\$1,034,559.48	\$86,213.29
85 – 96	\$1,055,682.60	\$87,973.55
97 – 108	\$1,076,355.60	\$89,696.30
109 – 120	\$1,097,882.76	\$91,490.23
121 – 132	\$1,119,840.36	\$93,320.03
133 – 144	\$1,142,237.16	\$95,186.43
145 – 156	\$1,165,081.92	\$97,090.16

157 – 168	\$1,188,383.64	\$99,031.97
169 – 180	\$1,212,151.32	\$101,012.61
181 – 192	\$1,236,394.32	\$103,032.86
193 – 204	\$1,261,122.24	\$105,093.52
205 – 216	\$1,286,344.68	\$107,195.39
217 – 228	\$1,312,071.48	\$109,339.29
229 – 240	\$1,338,312.96	\$111,526.08
241 – 252	\$1,365,079.20	\$113,756.60
253 – 264	\$1,392,380.76	\$116,031.73
265 – 276	\$1,420,228.44	\$118,352.37
277 – 288	\$1,448,632.92	\$120,719.41
289 – 300	\$1,477,605.60	\$123,133.80

***Rent Commencement Date for Partial 10 Space**

As used herein, the term “**Lease Month**” shall mean each calendar month from and after the Rent Commencement Date for the Initial Space through the Expiration Date (and if the Rent Commencement Date for the Initial Space does not occur on the first (1st) day of a calendar month, the period from the Rent Commencement Date for the Initial Space to the first (1st) day of the next calendar month (a “**Partial First Month**”)) shall be added to and included in the first (1st) Lease Month subject to the terms herein. For purposes of determining the monthly Base Rent rate applicable to the Partial First Month, the monthly Base Rent for the Initial Space shall be prorated based on the actual number of days in such Partial First Month and such prorated amount shall be payable in addition to the monthly Base Rent for the Initial Space otherwise payable for the first (1st) Lease Month.

Tenant (i) shall not be required to pay Base Rent (i.e., Base Rent shall be abated in full) for each Premises Portion (excluding the 18 Space) for the first twelve (12) full calendar months following the Rent Commencement Date for each such Premises Portion (excluding the 18 Space), and (ii) shall not be required to pay

Base Rent (i.e., Base Rent shall be abated in full) for the 18 Space for the first sixteen (16) full calendar months following the Rent Commencement Date for the 18 Space (provided that if an 18 Space Delivery Extension occurs, such abatement in Base Rent for the 18 Space shall be reduced by the number of months of the 18 Space Delivery Extension) (the amount of the Base Rent that is so abated being referred to as the “**Rent Abatement**”). Notwithstanding anything to the contrary contained herein, Tenant shall, upon written notice to Landlord, be entitled to utilize any portion of the then-remaining Rent Abatement for any Premises Portion for payment of amounts payable by Tenant for the Cost Excess (as defined in Exhibit D) and Change Orders (as defined in Exhibit D) pursuant to Exhibit D, and for any other costs and expenses incurred or to be incurred by Tenant in connection with the Tenant Improvements or preparing the Premises for Tenant’s use and occupancy, including but not limited to the costs for Tenant’s Property (as hereinafter defined). In such event, the duration of the Rent Abatement for the applicable Premises Portion shall be reduced to reflect the amount of the Rent Abatement so utilized by Tenant.

In addition to the Rent Abatement, Tenant shall receive an allowance in the amount of \$1,750,000.00 (the “**Additional Allowance**”), which shall be applied until exhausted against the first Base Rent payable by Tenant on any Premises Portion following the exhaustion of the Rent Abatement for such Premises Portion. Tenant shall, upon written notice to Landlord, be entitled to utilize any portion of the then-remaining Additional Allowance for payment of amounts payable by Tenant for the Cost Excess and Change Orders pursuant to Exhibit D, and for any other costs and expenses incurred or to be incurred by Tenant in connection with the Tenant Improvements or preparing the Premises for Tenant’s use and occupancy, including but not limited to the costs for Tenant’s Property. In such event, the remaining balance of the Additional Allowance shall be reduced to reflect the amount of the Additional Allowance so utilized by Tenant.

In addition to the Base Rent set forth above, Tenant shall also pay to Landlord, from and after the Rent Commencement Date for each Premises Portion, on a monthly basis on the first day of each month, an amount equal to \$0.19 per rentable square foot of each such Premises Portion per annum for HVAC service to such Premises Portion from 6:00 a.m. to 8:00 a.m. on Business Days and Saturdays (the “**Additional HVAC Hours Charge**”). The Additional HVAC Hours Charge shall be subject to annual increase on and after the First Rent Increase Date to an amount equal to 1.02 times (i.e., 102% of) the rate of Additional HVAC Hours Charge per rentable square foot in effect for the preceding twelve (12) month period.

Rent: Base Rent, Additional Rent, Insurance, Utilities and Taxes (as such terms are defined in Exhibit C hereto), and all other sums that Tenant is expressly required to pay under the Lease (all such amounts other than Base Rent being referred to herein as “**Additional Charges**”).

Security Deposit: None.

Permitted Use: Executive, administrative and general business and office use (the “**Primary Use**”), including but not limited to uses ancillary to the Primary Use such as training center operations, data center operations, telephone center operations, dispatch center, duplication and reprographics, graphics and photographs, mail processing, revenue processing, food services for onsite consumption by employees and other personnel of Tenant, stock and supply handlings, public meetings and hearings (in the Conference Center Space), and labor negotiations, and other ancillary uses as Tenant may reasonably determine to be necessary, all in accordance with applicable Laws, and for no other purpose or purposes whatsoever.

Tenant’s Proportionate Share: A percentage determined by reference to a fraction, the numerator of which is the number of rentable square feet in the Premises, and the denominator of which is the number of rentable square feet in the Building from time to time, which from and after the date the Rent Commencement Date has occurred for all portions of the Premises shall equal 47.9 % (based on 407,173 rentable square feet of the entire Premises divided by 850,825 rentable square feet, which is the rentable square feet of the entire Building as of the Lease Date; it being agreed that if the Premises include the Partial 10 Space, Tenant’s Proportionate Share shall equal 50.7%); provided, however, that until the Rent Commencement Date for each Premises Portion has occurred, Tenant’s Proportionate Share shall be the percentage obtained by dividing (a) the number of rentable square feet in the applicable Premises Portion for which a Rent Commencement Date has occurred at the time a respective charge was incurred by (b) the rentable square feet in the Building at the time a respective charge was incurred, which at the time of execution of this Lease is 850,825 rentable square feet. Landlord and Tenant stipulate that the number of rentable square feet in the Premises and in the Building set forth above is conclusive as to the square footage in existence on the Lease Date and shall be binding upon them. Notwithstanding anything to the contrary, unless the rentable square footage of the Premises is increased because Tenant leases additional space in the Building or the actual physical size of the Building is reduced, in no event shall Tenant’s Proportionate Share increase.

Initial Liability Insurance Amount: Two Million Dollars (\$2,000,000) per occurrence; Five Million Dollars (\$5,000,000) aggregate

Broker/Agent: For Tenant: Savills Inc.

For Landlord: Jones Lang LaSalle.

Tenant's Address:	Prior to Rent Commencement Date: New Jersey Transit Corporation One Penn Plaza East Newark, New Jersey 07105-2246 Attn: President and CEO	Following Rent Commencement Date: New Jersey Transit Corporation Two Gateway Center Newark, New Jersey 07102 Attn: President and CEO
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with a copy to:

New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: SVP, Office of the General
Counsel

with a copy to:

Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102-5310
Attn: Andrew J. Camelotto, Esq. and
Kevin S. Evans, Esq.
Email: acamelotto@gibbonslaw.com;
kevans@gibbonslaw.com

with a copy to:

New Jersey Transit Corporation
Two Gateway Center
Newark, New Jersey 07102
Attn: SVP, Office of the General
Counsel

with a copy to:

Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102-5310
Attn: Andrew J. Camelotto, Esq. and
Kevin S. Evans, Esq.
Email: acamelotto@gibbonslaw.com;
kevans@gibbonslaw.com

Landlord's Address:	<u>For all Notices:</u> c/o Onyx Equities 900 Route 9 North Suite 400 Woodbridge, New Jersey 07095 Attention: Samuel Giordano, CFO Rona Korman, Gen. Counsel Telephone: (732) 362-8800 Email: rkorman@onyxequities.com sgiordano@onyxequities.com
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The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above.

OFFICE LEASE AGREEMENT

1. **Definitions and Basic Lease Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the “**Basic Lease Information**”) executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: “**Affiliate**” means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; “**Building’s Structure**” means the Building’s exterior walls, exterior windows, roof, elevator shafts (if any), common staircases, footings, foundations, load-bearing walls, structural floors and subfloors, and structural columns and beams; “**Building’s Systems**” means the Premises’ and Building’s HVAC, life-safety, plumbing, electrical, sanitary, and mechanical systems (including elevators and common escalators); “**Business Day(s)**” means Monday through Friday of each week, exclusive of Holidays; “**Holidays**” means the following: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and any holidays designated by the State of New Jersey or the federal government as holidays; “**including**” means including, without limitation; “**Laws**” means all federal, state, and local laws, ordinances, rules and regulations, court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all requirements the Permitted Encumbrances (as hereinafter defined), and “**Law**” shall mean any of the foregoing; “**Normal Business Hours**” means 6:00 a.m. to 6:00 p.m. on Business Days and 6:00 a.m. to 1:00 p.m. on Saturdays, exclusive of Holidays; “**Tenant’s Off-Premises Equipment**” means any of Tenant’s equipment or other property that may be located on or about the Project (other than inside the Premises); and “**Tenant Party**” or “**Tenant Parties**” means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective officers, agents, contractors, employees, and invitees.

2. **Lease Grant.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises (as defined in the Basic Lease Information).

3. **Tender of Possession.**

(a) **No Liability for Delay.** If Landlord is delayed in tendering possession of the Premises to Tenant, then: (a) the validity of this Lease shall not be affected or impaired thereby; (b) Landlord shall not be in default hereunder or be liable for damages therefor; and (c) Tenant shall accept possession of the Premises when Landlord tenders possession thereof to Tenant.

(b) **Late Delivery.** Notwithstanding the foregoing provisions of Section 3(a):

(i) If the Delivery Date for the applicable Premises Portion is later than (A) October 1, 2023 for the 6-7 Space, (B) the first day of the calendar month that is the fourth (4th) calendar month after the calendar month in which the Lease Date occurs for the 12 Space, and (C) the first day of the calendar month that is the eighth (8th) calendar month after the calendar month in which the Lease Date occurs for the Conference Center Space (each, a “**Delivery Penalty Date**”), then for each calendar day beyond the applicable Delivery Penalty Date through the

Delivery Date of such Premises Portion (the “**Delivery Delay Period**”) Base Rent for such Premises Portion (in addition to and after first exhausting the Rent Abatement for such Premises Portion and any application of the Additional Allowance against the Base Rent for such Premises Portion) shall be abated as follows: (A) for the first sixty (60) days of such Delivery Delay Period, one half (1/2) day of Base Rent for the applicable Premises Portion shall be abated for each calendar day of such portion of the applicable Delivery Delay Period; (B) for any portion of a Delivery Delay Period beyond the first sixty (60) days thereof through the one hundred twentieth (120th) day thereof, one day of Base Rent for the applicable Premises Portion shall be abated for each calendar day of such portion of the Delivery Delay Period; and (C) for any portion of a Delivery Delay Period after the one hundred twentieth (120th) day thereof, two (2) days of Base Rent for the applicable Premises Portion (the “**Double Day Abatement**”) shall be abated for each calendar day of such portion of the Delivery Delay Period, and provided further that Tenant, at its election, may apply any Double Day Abatement against Base Rent for any Premises Portion (including the Initial Space) and notwithstanding anything to the contrary in no event shall any Delivery Penalty Date be subject to Events of Force Majeure; and

(ii) If the Rent Commencement Date for any Premises Portion is later than the date that is ten (10) months after the later to occur of (x) the CD Delivery Date (as defined in Exhibit D) for such Premises Portion, or (y) the Delivery Date for such Premises Portion (as extended by the number of days the Rent Commencement Date for such Premises Portion is delayed due to Events of Force Majeure and Tenant Delay Days, but only to the extent such Events of Force Majeure and Tenant Delay Days actually occur after the CD Delivery Date or the Delivery Date, whichever is later) (such date as to the applicable Premises Portion, as so extended, being referred to as the “**Turnkey Penalty Date**”), then, for each calendar day comprising the period from the day after such Turnkey Penalty Date through the actual Rent Commencement Date for such Premises Portion (the “**Turnkey Delay Period**”), Base Rent for the applicable Premises Portion (in addition to and after first exhausting the Rent Abatement for such Premises Portion and any application of the Additional Allowance against the Base Rent for such Premises Portion) shall be abated as follows: (A) for the first sixty (60) days of such Turnkey Delay Period, one half (1/2) day of Base Rent for such Premises Portion shall be abated for each calendar day of such portion of the Turnkey Delay Period; (B) for any portion of the Turnkey Delay Period beyond the first sixty (60) days thereof through the one hundred twentieth (120th) day thereof, one day of Base Rent for such Premises Portion shall be abated for each calendar day of such portion of the Turnkey Delay Period; and (C) for any portion of the Turnkey Delay Period after the one hundred twentieth (120th) day thereof, two (2) days of Base Rent for such Premises Portion shall be abated for each calendar day of such portion of the Turnkey Delay Period.

(c) **Acceptance of Premises.** Subject to the foregoing provisions of this Section 3, and except as otherwise specifically set forth in this Lease, by occupying any Premises Portion, Tenant shall be deemed to have accepted such Premises Portion in its condition as of the date of such occupancy, subject to Landlord’s completion of Landlord’s Work applicable to such Premises Portion. After determination of the Rent Commencement Date for each Premises Portion, Landlord may request that Tenant execute with Landlord a commencement letter confirming the Delivery Date, the Rent Commencement Date, the Expiration Date, the applicable Base Rent schedule and amounts, and any other variable terms of the Lease, applicable to such Premises Portion. Upon execution of such commencement letter by Landlord and Tenant, such

commencement letter shall become a part of this Lease and shall be binding on Tenant and Landlord. Occupancy of any Premises Portion by Tenant prior to the Rent Commencement Date therefor shall be subject to all of the provisions of this Lease excepting only those requiring the payment of Base Rent, and Operating Costs, Taxes, Insurance and Utilities (as such terms are defined in Exhibit C), and charges for electricity (pursuant to Section 7(b) hereof).

4. **Rent.** Tenant shall timely pay to Landlord Rent (as defined in the Basic Lease Information), including the amounts set forth in Exhibit C hereto, without deduction or set-off (except as otherwise expressly provided herein), and without notice or demand as to Base Rent, by good and sufficient check drawn on a national banking association, wire transfer of immediately available funds to an account designated by Landlord, or other method of payment approved by Landlord, at Landlord's address provided for in this Lease or as otherwise specified by Landlord. The obligations of Tenant to pay Base Rent (as defined in the Basic Lease Information) and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Base Rent, adjusted as herein provided, shall begin to accrue as of the Rent Commencement Date for each Premises Portion, and shall be payable monthly in advance. Base Rent for each Premises Portion shall be payable on the first (1st) day of each Lease Month beginning on the first (1st) day of the first (1st) full calendar month for which Base Rent is payable for such Premises Portion under this Lease. Tenant shall pay Additional Rent, Taxes, Insurance and Utilities in the same manner as Base Rent.

5. **Delinquent Payment; Handling Charges.** All past due payments required of Tenant hereunder that are not paid when due and remain unpaid for thirty (30) days or more shall bear interest from the day after the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "**Default Rate**"); additionally, if any payment of Rent is not paid within five (5) Business Days after the date of Tenant's receipt of written notice from Landlord that such payment is past due, Landlord, in addition to all other rights and remedies available to it, may charge Tenant a late fee equal to the lesser of (a) five percent (5%) of the delinquent payment or (b) \$7,500.00, to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. Notwithstanding the foregoing, Tenant shall not be required to pay the foregoing late fee the first two (2) times that Tenant's payment of Rent is past due during any calendar year. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest.

6. **Intentionally Omitted.**

7. **Services; Utilities; Common Areas.**

(a) **Services.** Landlord represents that, (1) as of the Lease Date, (x) to Landlord's actual knowledge, the roof of the Building, the exterior of the Building, the exterior windows of the Building, and all of the respective related components of the foregoing are sealed and water tight, and there are not currently in existence any material leaks in any interior portions of the Building, (y) a (I) fully operational emergency generator sufficient to provide back-up power

to emergency lighting, elevators, water pumps, fire pumps and all related life safety devices within the Building (including the Premises) ("**Landlord's Building Generator**"), and (II) centrally automated management system to monitor the Building's Systems which includes annunciation of alarms from the Building's Systems to Landlord's designated Building engineer (the "**Building Management System**"), are each installed and fully operational (it being understood and agreed that Tenant shall not be permitted access to the Building Management System, but Tenant may, in accordance with the terms and provisions of this Lease applicable to Alterations (as hereinafter defined) installed by Tenant, install a separate management system to monitor Tenant's systems, provided Tenant shall either use Landlord's approved vendor for installation of such system or, if Tenant does not use Landlord's approved vendor, then such system shall be compatible with the Building Management System, such management system to be subject to Landlord's approval (which shall not be unreasonably withheld, conditioned or delayed) and visible to Landlord's designated Building engineer), and (2) as to each Premises Portion, as of the Rent Commencement Date for such Premises Portion, lines and facilities for the transmission and conveyance of all utilities to such Premises Portion, including all lines and facilities required for operation of the Building's Systems, shall be installed, fully operational, and sufficient to provide utility services to such Premises Portion for the Permitted Use and there shall be no installation, connection, "tap-in", hookup fees, or other charges, costs or expenses that must be paid or incurred in order to commence using all of the foregoing lines and facilities for such purpose (each, a "**Connection Fee**"; collectively, "**Connection Fees**"). Without limitation, if any Connection Fees must be paid in order for Tenant to commence to utilize any Premises Portion upon Substantial Completion of Landlord's Work applicable to such Premises Portion, such Connection Fees shall be paid by Landlord (at its sole cost and expense and without application to the TI Cost Cap). Landlord shall, subject to the terms of this Lease, furnish to the Premises:

(i) water (including domestic running water to and in conventional quantities for office, pantry, and lavatory use, at pressures and in quantities consistent with Class A office buildings of similar size in the greater Newark, New Jersey office market ("**Comparable Buildings**"), and standby water for fire suppression and sewer) at those points of supply provided for general use of tenants of the Building, and consistent with Comparable Buildings;

(ii) subject to the provisions of Section 7(e) hereof with respect to the 24/7 Floor (as defined in said Section 7(e)), heated and refrigerated air conditioning ("**HVAC**"), provided by the Building's HVAC System to the point of connection with the HVAC equipment exclusively serving the Premises, at such temperatures and in such amounts as are required by governmental authority or as Landlord reasonably determines are standard for the Building (the Building's HVAC System shall be designed to be capable of maintaining inside conditions of not more than 75 degrees F and 50% relative humidity when outside conditions are equal to or less than 89 degrees F dry bulb and a temperature of 70 degrees F and 50% relative humidity when the outside temperature is equal to or greater than 13 degrees F dry bulb; such design capabilities of the Building's HVAC system are based upon and limited to the condition that the occupancy of the Premises does not exceed one (1) person for each 150 usable square feet of area and a load of 4 watts per rentable square feet);

(iii) janitorial service to the Premises (except during such periods (if any) that Tenant elects to provide its own janitorial services as hereinafter provided) on Business Days,

other than Holidays, for Building-standard installations and such window washing as may from time to time be reasonably required (but not less than semi-annually), in accordance with the specifications set forth in Exhibit G attached hereto and made a part hereof (the “**Cleaning Specifications**”) and consistent with Comparable Buildings (and Landlord shall use commercially reasonable, good faith efforts to facilitate employment of the cleaning staff members who are currently employed to clean Tenant’s headquarters office located at One Penn Plaza East, Newark, New Jersey by Landlord’s janitorial contractor for this Building to perform the janitorial services required hereunder, provided that such employees must satisfy the employment requirements of said janitorial contractor);

(iv) an elevator and escalator providing access from the ground floor Market Street entrance to the Building to the second (2nd) floor main lobby of the Building adjacent to the entrance to the Conference Center Space (the “**Market Street Lobby Elevator/Escalator**”) and elevators for ingress and egress to each of the floors on which the Premises are located from the second (2nd) floor main lobby and ground floor of the Building (with at least three (3) passenger elevators serving such floors of the Premises during Normal Business Hours and at least one (1) passenger elevator serving such floors of the Premises in operation 24 hours a day, 365 days a year, subject to the terms of this Lease), all in common with other tenants, provided that Landlord may limit the number of operating elevators (not including the Market Street Lobby Elevator/Escalator) during non-Normal Business Hours, during repairs, and on Holidays, provided that Landlord shall minimize any such service interruption in a commercially reasonable manner, and provided further that Landlord shall at all times during the Term (subject to the terms of this Lease) furnish (or caused to be furnished) pedestrian public access (including emergency exits as required by Law) to the second (2nd) floor main lobby and ground floor of the Building from Market Street in a manner that is compliant with all applicable Laws, including the Disabilities Acts (as hereinafter defined);

(v) intentionally omitted;

(vi) electrical current during Normal Business Hours for equipment used in connection with Tenant’s Permitted Use in the Premises that does not require more than six (6) watts per usable square foot demand load (not connected load, and exclusive of the Building’s Systems), provided that Tenant may utilize such aggregate electrical current allotment across the Premises, which may be concentrated in certain areas, in its reasonable discretion (provided further that if any such utilization of electric current allotment requires modifications to the Premises or Building electrical components, then Tenant may include such modification as part of the Construction Drawings (to be performed as part of Landlord’s Work, subject to the TI Cost Cap) or if not included as part of the Construction Drawings, then Tenant may request such modifications in accordance with the Change Order provisions of Exhibit D, Section B8, or such changes may be performed by Tenant at Tenant’s sole cost and expense subject to and in accordance with the Alterations provisions of Section 8 hereof);

(vii) on-site security for the Building consistent with that provided in Comparable Buildings (and in addition to such on-site security for the Building, Tenant shall be entitled to staff and operate Tenant’s Entrance Security Facilities (as hereinafter defined) in accordance with the provisions of Section 7(i) hereof);

(viii) access to and use of the Building's freight elevator(s) and loading dock(s), in common with other tenants or exclusively reserved, in accordance with the applicable provisions of the Building rules and regulations described in Section 13 hereof.

In addition to such services described above, at Tenant's request, Landlord shall use commercially reasonable good faith efforts to provide mechanical exhaust pathways for Tenant's use as requested by Tenant.

(b) **Tenant's Submeter**. As part of the Critical Base Building Work (as described in Exhibit D attached hereto), if not already in place in the Premises, Landlord, at its sole cost and expense, shall install, and thereafter Landlord shall at all times during the Term maintain, repair, and (to the extent necessary) replace, one or more submeters to measure Tenant's demand and consumption with respect to the electricity furnished by Landlord to the Premises as described in Section 7(a) (such submeter(s) being herein called "**Tenant's Submeter**"). Tenant, throughout the Term, commencing as of the Rent Commencement Date for each applicable Premises Portion, shall pay Landlord for such electricity as measured by Tenant's Submeter at the rates set forth in, and otherwise pursuant to the provisions of, this subparagraph (b) below, together with a reasonable administrative charge (not in excess of \$20 per reading, such maximum cost per reading to be increased by 10% every five (5) years during the Term) for reading Tenant's Submeter and calculating the electric charges payable by Tenant. With respect to electricity, Tenant, for any billing period, shall pay Landlord an amount determined by applying (i) Tenant's electrical demand (measured in KWs) and consumption (measured in KWHs) for such period, as measured by Tenant's Submeter, to (ii) the rate schedule (inclusive of all taxes, surcharges and other charges payable thereunder or in connection therewith, but excluding any penalties, fines or surcharges due to Landlord's acts or omissions, including but not limited to late payments or fees related to electrical usage by other tenants in the Building) of the electric utility company serving the Building which is charged to Landlord for such period. Tenant shall pay the amount due for any billing period within sixty (60) days after being billed therefor, which bills Landlord may render from time to time, but not more frequently than monthly. If any tax is imposed upon Landlord's receipts from the sale or resale of electric energy to Tenant (directly or indirectly through a general tax on such receipts) by any federal, state or municipal authority, then Tenant shall pay, or reimburse Landlord, such taxes (or its share thereof) in addition to the submetered charges. Landlord shall, at Tenant's request, provide Tenant with reasonable supporting documentation of the amounts due under this subparagraph (b), and shall have the right to dispute such calculations in good faith (provided that Tenant shall continue to pay amounts billed by Landlord during the pendency of any such dispute).

(c) **Overtime HVAC**. If Tenant desires HVAC service at a time other than Normal Business Hours, then such service shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the Business Day preceding such extra HVAC service, and Tenant shall pay to Landlord the reasonable cost of such services within sixty (60) days after Landlord has delivered to Tenant an invoice therefor. The costs incurred by Landlord in providing HVAC service to Tenant at a time other than Normal Business Hours, shall include reasonable costs for electricity, water, sewage, water treatment, labor, metering, filtering, and maintenance reasonably allocated by Landlord to providing such service. Landlord's current

charge, which the parties agree reflects Landlord's reasonable costs, for providing HVAC service at a time other than Normal Business Hours is (a) \$222.48 per hour on Sundays, and (b) \$166.38 per hour for all other periods. Landlord covenants and agrees to prorate Landlord's standard charge for providing HVAC at a time other than Normal Business Hours during any period when more than one tenant on the floor on which the Premises are located has requested such services.

(d) **Janitorial Service.** With respect to janitorial services, Tenant shall pay to Landlord, within sixty (60) days after written demand and reasonable supporting documentation therefor, the actual, reasonable out-of-pocket costs reasonably incurred by Landlord for (i) extra cleaning work in the Premises required because of carelessness, misuse or neglect on the part of Tenant or its subtenants or its or their employees or visitors, (ii) removal from the Premises and the Building of any refuse and rubbish of Tenant in material excess of that ordinarily accumulated in business office occupancy or at times other than Landlord's standard cleaning times, and (iii) cleaning services to lavatories within the Premises during Normal Business Hours. Notwithstanding the foregoing, Landlord shall not be required to clean any portions of the Premises used for preparation, serving or consumption of food or beverages, training rooms, the Conference Room Space, data processing or reproducing operations, private lavatories or toilets or other special purposes to the extent such areas require greater or more difficult cleaning work than as set forth in the Cleaning Specifications unless Tenant agrees to pay the actual, reasonable excess out-of-pocket costs incurred by Landlord therefor, provided that Tenant shall have the right to dispute such excess costs in good faith (so long as Tenant shall continue to pay amounts billed by Landlord during the pendency of any such dispute). Notwithstanding anything to the contrary, Tenant shall have the right, but not the obligation, to elect to perform or cause a Tenant Party to perform all janitorial services for the interior of the Premises in lieu of Landlord providing same upon no less than sixty (60) days' advance written notice to Landlord (the "**Self-Clean Transition Date**"). If, as a result of Tenant's election to provide its own janitorial services, Landlord reasonably anticipates that it shall incur an incremental increase in its third-party out-of-pocket cost of providing janitorial services to portions of the Building other than the Premises (an "**Excess Building Janitorial Charge**"), Landlord shall notify Tenant of such Excess Building Janitorial Charge with reasonable supporting documentation thereof at least thirty (30) days prior to the Self-Clean Transition Date, in which case Tenant shall be entitled to withdraw its election to provide its own janitorial services by written notice thereof given to Landlord at least fifteen (15) days prior to the Self-Clean Transition Date. In the event of Tenant's election to so provide its own janitorial services (provided Tenant does not withdraw such election as set forth above), upon the Self-Clean Transition Date: (i) Landlord shall be relieved of its obligations to provide janitorial services to the Premises only, (ii) Landlord shall not be relieved of its obligations to provide janitorial services to the Building Common Areas and the exterior of the Building, (iii) Tenant shall be obligated to provide janitorial services to the Premises to a level substantially consistent with the Cleaning Specifications and consistent with Comparable Buildings, and (iv) annual Base Rent under the Lease shall be reduced by an amount equal to \$1.00 per rentable square foot of the Premises, commencing as of the first (1st) day of the first (1st) full calendar month subsequent to the Self-Clean Transition Date (provided that Tenant shall be responsible for any Excess Building Janitorial Charge of which Landlord has notified Tenant as provided above).

(e) **Excess Utility Use.** Landlord shall not be required to furnish electrical current for equipment that requires more than six (6) watts per usable square foot demand load

(not connected load, and exclusive of the Building's Systems). If Tenant's requirements for or consumption of electricity exceed the electricity to be provided by Landlord as described in Section 7(a), Landlord shall, at Tenant's expense, make reasonable efforts to supply such service through the then-existing feeders and risers and electrical panels serving the Building and the Premises, and Tenant shall pay to Landlord the reasonable out-of-pocket cost of such service within sixty (60) days after Landlord has delivered to Tenant an invoice and reasonable supporting documentation therefor. Landlord shall determine the amount of such additional consumption and potential consumption by any verifiable method, including installation of a separate meter in the Premises installed, maintained, and read by Landlord, at Tenant's expense. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts unless approved in advance by Landlord, which approval shall not be unreasonably withheld. Tenant shall not install any electrical equipment requiring voltage in excess of Building capacity unless approved in advance by Landlord, which approval may be withheld in Landlord's sole discretion. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers and electrical panels to or wiring in the Premises. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's cost, if, in Landlord's judgment, the same are necessary and shall not cause permanent damage to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment in the Premises which materially and adversely affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord shall provide written notice to Tenant of the effects of such equipment, and Tenant may, within ten (10) Business Days of receipt of such notice, cease the use of such equipment or if Tenant elects not to cease such use and does not dispute Landlord's notice within such ten (10) Business Day period, then Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises to the extent reasonably necessary to avoid overloading any utilities, and the reasonable out-of-pocket cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within sixty (60) days after Landlord has delivered to Tenant an invoice and reasonable supporting documentation therefor. Landlord represents that the Building currently includes a fully operational condenser water system sufficient to supply HVAC to the Premises, as required of Landlord in Section 7(a), and Landlord has allocated and shall continue to reserve during the Term 250 tons of condenser water from Landlord's existing condenser water system (in addition to HVAC units or systems installed as part of Landlord's Base Building Work) for Tenant's use in connection with any supplemental HVAC units or systems installed by or on behalf of Tenant serving the Premises. Except for the Supplemental HVAC Condenser Water Charge (as hereinafter defined) for condenser water used by any such supplemental HVAC units or systems, there shall be no charge to Tenant for Tenant's connection to Landlord's existing condenser water system by Tenant for use of such additional capacity (and the Supplemental HVAC Condenser Water Charge shall only be charged for supplemental HVAC units or systems from and after actual connection thereof to Landlord's existing condenser water system). In the event Tenant requires additional capacity for any such supplemental HVAC units or systems installed by or on behalf of Tenant (including but not limited to any such supplemental units installed as part of the Tenant Improvements), to the extent that such supplemental units cannot be supplied by the Building's water condenser system, Tenant may, at its cost and upon Landlord's reasonable review and approval and otherwise in accordance with the provisions of Section 8(a) and Exhibit K, install one or more additional

cooling towers dedicated to the Premises to serve Tenant's needs, as reasonably determined by Tenant's engineering professional. Landlord agrees to reserve the roof area designated on Exhibit K for Tenant's exclusive use during the Term for the purpose of installing a supplemental cooling tower or other facilities to support Tenant's use and other tenants shall not be permitted to use such area without Tenant's consent, which may be granted or withheld in Tenant's sole discretion. Tenant shall pay (as an Additional Charge) monthly Landlord's then-applicable standard charge for additional condenser water for Tenant's supplemental HVAC equipment and systems (such charge currently being \$89.83 per ton per month) (the "**Supplemental HVAC Condenser Water Charge**"). By written notice given by Tenant to Landlord prior to the expiration of the Plan Preparation Period for the Initial Space, Tenant may designate one (1) entire floor of the Premises (to be identified in such notice) to receive HVAC service on a 24-hour-per-day, 7-day-per-week basis (the "**24/7 Floor**"). In such event, (i) the 24/7 Floor will not be charged for overtime HVAC service under Section 7(c), (ii) the HVAC equipment and systems serving the 24/7 Floor shall be deemed, for purposes of this Section 7(e), shall be deemed to be Tenant's supplemental HVAC system and equipment and, accordingly, Tenant shall pay the Supplemental HVAC Condenser Water Charge for the HVAC service to the 24/7 Floor, and (iii) Tenant shall reimburse Landlord, within sixty (60) days of delivery by Landlord to Tenant from time to time of an invoice and reasonable supporting documentation, for Landlord's actual out-of-pocket costs for maintenance, repair and replacement of said HVAC system and equipment or any components thereof. At Tenant's request (and at Tenant's expense, but based on Landlord's out-of-pocket costs, without mark-up), Landlord shall install a meter or submeter to measure Tenant's usage of water in the Premises. In such case, Tenant, for any billing period, shall pay Landlord an amount determined by applying (i) Tenant's water usage for such period, as measured by such meter or submeter, to (ii) the rate (inclusive of all taxes, surcharges and other charges payable thereunder or in connection therewith, but excluding any penalties, fines or surcharges due to Landlord's acts or omissions, including but not limited to late payments or fees related to water usage by other tenants in the Building) for water and sewer service charged by the City of Newark.

(f) **Interruptions.** Landlord's obligation to furnish services under Section 7(a) shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations. Landlord may, upon not less than thirty (30) days' prior written notice to Tenant, discontinue any such service to the Premises, provided Landlord first arranges for a direct connection thereof through the supplier of such service so that such service to Tenant is continued without interruption. Tenant shall, however, be responsible for contracting with the supplier of such service and for paying all deposits for, and costs relating to, such service. Landlord shall use reasonable efforts to restore any service required of it that becomes unavailable; however, except as hereinafter provided, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or entitle Tenant to any abatement of Tenant's obligations hereunder. Notwithstanding the foregoing, if (a) there is an interruption or stoppage of any of the Building's Systems or any Building service required to be provided by Landlord under this Lease (including but not limited to (i) an interruption or stoppage resulting from Landlord failing to perform its maintenance and repair obligations under this Lease or because Landlord's Building Generator is not operating properly, or (ii) the Market Street Lobby Elevator/Escalator being out of service without other ADA compliant pedestrian access to the Conference Center Space being available (a "**Conference Center Space Access Interruption**"), or (iii) there not being in service at least one (1) Building

passenger elevator capable of accessing all floors of the Building on which the Premises are located (a **“Main Elevator Interruption”**)) (each, a **“Landlord Controlled Interruption”**), and such Landlord Controlled Interruption is not due to the gross negligence or willful misconduct by Tenant or any Tenant Party, (b) such Landlord Controlled Interruption materially, adversely interferes with Tenant’s use of the Premises (or a portion thereof, and (i) in the case of a Conference Center Space Access Interruption, such interference shall be deemed to be limited to the Conference Center Space, and (ii) in the case of a Main Elevator Interruption, such interference shall be deemed to be limited to portions of the Premises located on the floor(s) of the Building to which elevator service is unavailable) during Normal Business Hours for more than five (5) consecutive Business Days after Tenant delivers written notice thereof to Landlord, and (c) Tenant actually does not use all or the affected portion (limited as provided above), if applicable, of the Premises for the operation of Tenant’s business therein, then during the period of time such condition continues beyond such fifth (5th) consecutive Business Day, Tenant shall be entitled to an equitable abatement of Rent for all or the affected portion of the Premises, as applicable. Such Rent abatement shall cease immediately upon the earlier to occur of (i) the cessation of such Landlord Controlled Interruption or (ii) Tenant’s re-commencement of use of all or the affected portion of the Premises, as applicable, for the operation of Tenant’s business therein.

(g) **Common Areas.** The term **“Common Areas”** is defined for all purposes of this Lease as the Building Common Areas and the Complex Common Areas, collectively. The term **“Building Common Areas”** is defined for all purposes of this Lease as those interior areas of the Building devoted to corridors, elevator foyers, rest rooms, mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, property management offices and lobby areas (whether at ground level or otherwise), and the like, as well as those exterior portions of the Land including access driveways, roadways, sidewalks, plazas, landscaped areas, traffic lights, storm drainage facilities, sanitary sewer, domestic and fire water systems, fire protection installations, electric power and telephone cables and lines and other utility connections, facilities and other similar improvements (above and below ground), and such other areas and facilities which now exist or may hereafter be constructed in, on, or upon the Building or the Land which are intended for the common use or benefit of tenants and occupants of the Building and their respective employees, but specifically excluding any Complex Common Areas. The term **“Complex Common Areas”** is defined for all purposes of this Lease as those areas within the Complex (other than Building Common Areas) that are, from time to time, designated by Landlord (or the owners of any other portions of the Complex, if applicable), for the use or benefit in common by all tenants and occupants of the Complex and their respective employees. Such areas shall include, without limitation, parking areas, access driveways, roadways, sidewalks, plazas, landscaped areas, traffic lights, storm drainage facilities, sanitary sewer, domestic and fire water systems, fire protection installations, electric power and telephone cables and lines and other utility connections, facilities and other similar improvements (above and below ground), and other similar areas and facilities which now exist or may hereafter be constructed in, on or upon the Complex. The Complex Common Areas may also include, now or in the future, any Complex Amenities. The term **“Complex Amenities”** is defined for all purposes of this Lease as any property management office for the Complex, and any health club or other physical fitness facility, cafeteria, conference center, lecture hall, training rooms, and similar amenities that may, at Landlord’s sole option (or the party owning the applicable portion of the Complex in which such amenity is located), become available within the Complex at any time during the Term for the

common educational, recreational, and professional use, enjoyment and benefit of all tenants and occupants of the Complex and their respective employees (it being expressly understood and agreed that Landlord shall not be obligated to provide any such Complex Amenities, unless otherwise specifically provided elsewhere in this Lease). In no event, however, shall Complex Amenities be deemed to include amenities such as a health club or a cafeteria which are leased to or specifically designated by Landlord or the owner of any other portion of the Complex for the sole use of another tenant or group of tenants (unless Tenant is one of the tenants being served by any such amenity, in which case same may be deemed a Complex Amenity). As of the date hereof, the Complex Amenities consist of the Concourse (as defined in the Gateway Complex Agreement). Landlord reserves the right to change from time to time the dimensions and location of the Common Areas, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Project. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Areas (excluding roof(s) except as expressly provided herein) as constituted from time to time, such use to be in common with Landlord, other tenants in the Building or the Project, as applicable, and other persons permitted by Landlord to use the same, and subject to rights of governmental authorities, easements, other restrictions of record, and such reasonable rules and regulations governing use as Landlord may from time to time prescribe and enforce in a non-discriminatory manner. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Areas, Tenant agrees as follows:

(i) Tenant shall not solicit business within the Common Areas nor take any action which would unreasonably interfere with the rights of other persons to use the Common Areas, provided that allowing access to the Premises for conducting meetings or hearings therein that are open to the public or open to certain visitors and invitees, as well as utilization of Tenant's Entrance Security Facilities to allow and control such access, shall not be a violation of this provision.

(ii) Landlord may temporarily close any part of the Common Areas for such periods of time as may be reasonably necessary or advisable to make repairs or alterations or to prevent the public from obtaining prescriptive rights, provided that, (A) except in the case of an emergency, Landlord shall not temporarily close any part of the Common Areas if such closure would affect Tenant's ability to conduct meetings or hearings that are open to the public so long as Tenant has provided Landlord reasonable advance notice of such meeting, and (B) in the case of any such closure as described in clause (A) above, Landlord shall, to the extent reasonably practical, furnish (or caused to be furnished) alternative pedestrian public access to the second (2nd) floor main lobby of the Building in a manner that is compliant with all applicable Laws, including the Disabilities Acts.

(iii) With regard to the roof of the Building, as applicable, use of the roof is reserved to Landlord (subject to and in accordance with the express provisions of this Lease, including but not limited to Exhibit K), or with regard to any tenant demonstrating to Landlord's satisfaction a need to use same, to such tenant after receiving prior written consent from Landlord.

(h) **Parking.** Landlord acknowledges that it was a material inducement to

Tenant entering into this Lease that Tenant was provided off-street parking within the Complex. Landlord and Tenant acknowledge and confirm that, simultaneously with the execution of this Lease, Landlord has caused its affiliated entities, the owners of the 1-3 Garages (as hereafter defined), to enter into the Parking License Agreement (as hereafter defined) with Tenant. The effectiveness of this Lease shall be contingent on the execution and delivery of the Parking License Agreement by the parties thereto. Tenant is entering into the parking license agreement (the "**Parking License Agreement**") with the owners of the parking garages serving the Complex known as the One Gateway Garage and the Three Gateway Garage (together, the "**1-3 Garages**"), and shall rely on the Parking License Agreement for the provision of parking spaces (and EV charging stations for any such parking spaces) required by Tenant in connection with its use and occupancy of the Premises under this Lease. Notwithstanding the foregoing, or any other provision of this Lease: (i) in no event shall Tenant's pedestrian access to the 1-3 Garages by way of the Building lobby and Complex Common Areas ("**Parking Facility Access**") be obstructed such that an individual cannot walk from the Premises to the 1-3 Garages through such areas, other than due to: (A) an emergency, including, without limitation a situation which, for purposes of security, requires obstruction of such areas such that an individual cannot walk from the Premises to the 1-3 Garages, and then only so long as the emergency exists, or (B) repairs which by their inherent nature require obstruction of such areas such that an individual cannot walk from the Premises to the 1-3 Garages or that it would be unsafe for an individual to walk from the Premises to the 1-3 Garages, in which event Landlord shall proceed with all due diligence to undertake and effectuate such repairs as promptly as possible (or if Landlord is not directly responsible for such repairs, to use commercially reasonable efforts to cause the responsible party to proceed with all due diligence to undertake and effectuate such repairs as promptly as possible) so that an individual can walk from the Premises to the 1-3 Garages through such areas.

(i) **Tenant's Entrance Security Facilities.** Landlord and Tenant hereby acknowledge and confirm that Tenant's Entrance Security Facilities (as defined in Exhibit D) shall be installed as part of the Tenant Improvements, as provided in Exhibit D. Tenant's Entrance Security Facilities shall be used by Tenant to monitor and control access to the Conference Center Space and the Premises by Tenant Parties, including but not limited to access to public meetings scheduled in the Conference Center Space. Tenant shall be solely responsible, at Tenant's sole cost and expense, for providing security and other staffing necessary for the operation of Tenant's Entrance Security Facilities and for all other costs and expenses arising in connection with the staffing, operation, maintenance and repair of Tenant's Entrance Security Facilities. Tenant shall operate Tenant's Entrance Security Facilities in a first-class and professional manner consistent with similar facilities in Comparable Buildings and in a manner that will not unreasonably interfere with Landlord's operation of the Building security desk maintained by Landlord in the Building lobby, and shall provide Landlord with all information reasonably required by Landlord relating to the operations and procedures implemented by Tenant with respect to Tenant's Entrance Security Facilities. Landlord and Tenant acknowledge and confirm that the staffing and operation of Tenant's Entrance Security Facilities is not a part of the security services for the Building to be provided by Landlord pursuant to Section 7(a)(vii).

8. **Alterations; Repairs; Maintenance; Signs.**

(a) **Alterations.**

(i) Subject to the provisions of Exhibit D, Tenant shall not make any alterations, additions or improvements to the Premises (collectively, the “**Alterations**”) without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed unless the desired Alterations will materially affect (A) in an adverse manner the proper functioning of the Building’s Systems serving or affecting operations in portions of the Building other than the Premises or (B) the Building’s Structure (any such Alterations being referred to as “**BSS Alterations**”)), except for Alterations that are not BSS Alterations consisting of (x) cosmetic alterations such as painting and replacement of carpeting or other flooring materials, or (y) Alterations costing (in each instance) less than \$12.00 per square foot of the area of the Premises to which such Alterations shall be made; which in case of (x) or (y) (collectively, “**Minor Alterations**”), Landlord’s consent shall not be required. The term “Alterations” shall not include the installation or removal of movable trade fixtures, moveable equipment, personal property, or furniture of Tenant or any Tenant Party (“**Tenant’s Property**”).

(ii) Tenant shall furnish complete plans and specifications to Landlord for its approval at the time it requests Landlord’s consent (if required) to any Alterations (excluding Minor Alterations) if the desired Alterations: (i) will materially affect the Building’s Systems or Building’s Structure; or (ii) will require the filing of plans and specifications with any governmental or quasi-governmental agency or authority; or (iii) will trigger an obligation of Landlord to comply with the requirements of Laws (including the Disabilities Acts) which would not then be triggered absent Tenant’s application for permits for or construction of the desired Alterations. If Landlord fails to respond to the proposed plans submitted by Tenant with its approval or disapproval within ten (10) Business Days after submission thereof to Landlord, and Tenant thereafter gives Landlord written notice of such failure that includes, in capitalized and bold letters, the statement “**LANDLORD’S FAILURE TO NOTIFY TENANT OF ITS APPROVAL OR DISAPPROVAL OF THE PLANS WITHIN TEN (10) BUSINESS DAYS WILL BE DEEMED LANDLORD’S APPROVAL THEREOF**”, and Landlord fails to so notify Tenant of its approval or disapproval within ten (10) Business Days after Landlord’s receipt of such notice, then Landlord will be deemed to have approved the submitted plans for the Alterations. Subsequent to obtaining Landlord’s consent and prior to commencement of such Alterations, Tenant shall deliver to Landlord a copy of any building permit required by applicable Law and a copy of the executed construction contract(s). Landlord shall reasonably cooperate with Tenant in obtaining any and all such approval and permits, at no cost to Landlord, which cooperation shall include executing, and joining in, any application for same, provided that Landlord shall not be obligated to execute any application that Landlord reasonably believes contains inaccurate or false information.

(iii) Tenant shall (a) reimburse Landlord within sixty (60) days after the rendition of a bill and reasonable supporting documentation for all of Landlord’s reasonable actual out-of-pocket costs incurred in connection with any Alterations (excluding Minor Alterations), including all reasonable management, engineering, outside consulting, and construction fees incurred by or on behalf of Landlord for the review and approval of Tenant’s plans and specifications, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate, and (b) (i) in the event Tenant elects, in its sole discretion, and subject to Tenant entering into a construction management agreement for the Alterations project in question, to have Landlord’s

designated construction manager for the Building (herein called "**Landlord's Construction Manager**") provide construction management services with respect to such Alterations, Tenant shall pay Landlord's Construction Manager the construction management fee set forth in such construction management agreement as compensation for such construction management services, or (ii) in the event Tenant does not elect to have Landlord's Construction Manager provide construction management services with respect to such Alterations, other than for Alterations projects consisting only of Minor Alterations (for which no fee shall be payable under this clause (ii)), Tenant shall pay Landlord's Construction Manager a general supervision fee as compensation for general oversight and coordination by Landlord's Construction Manager equal to two percent (2%) of the aggregate cost of such Alterations (after deducting from such cost the cost of those Alterations included in the applicable Alterations project that are Minor Alterations). All Alterations shall be made by Tenant at Tenant's sole cost and expense, and, other than in the case of Alterations projects consisting only of Minor Alterations, by a contractor approved in writing by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed). Landlord shall be entitled to require Tenant to use Landlord's designated contractors for any part of such Alteration materially affecting the Building's Systems serving portions of the Building other than the Premises (Landlord's required and approved vendor/contractor list is attached as part of Exhibit H). Tenant shall require its contractor to maintain insurance in such amounts and in such form as Landlord may reasonably require. Tenant shall require that all of its contractors comply with the Construction Guidelines attached hereto and made a part hereof as Exhibit H. Without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall not use any portion of the Common Areas (aside from incidental use thereof) in connection with the making of any Alterations. If the Alterations which Tenant causes to be constructed result in Landlord being required to make any alterations or improvements to other portions of the Project, in order to comply with any applicable Laws, then Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses incurred by Landlord in making such alterations or improvements, within sixty (60) days following written demand from Landlord, which shall include reasonable evidence demonstrating that the need for compliance with applicable Laws was triggered by Tenant's Alterations, and subject to Tenant's right to dispute same in good faith (but Tenant shall pay any such amount pending the resolution of such dispute). In addition, if any Alterations are required to be made to the Premises or the Building due to changes in Tenant's use of the Premises from the Permitted Use hereunder or in the nature of Tenant's conduct of its business in the Premises that deviates from the Permitted Use hereunder (including but not limited to any changes in use or business conduct arising out of a sublease or assignment), Tenant shall be fully responsible for complying with and paying the out-of-pocket costs to comply with the applicable requirements of the Disabilities Acts.

(iv) Any Alterations made by Tenant shall become the property of Landlord upon installation and shall remain on and be surrendered with the Premises upon the expiration or sooner termination of this Lease, except for Non-Standard Alterations (as hereinafter defined) that, at the time of Landlord's approval thereof, Landlord advises Tenant that Landlord will require the removal of such Non-Standard Alterations. If Landlord requires the removal of such Non-Standard Alterations, Tenant shall at its sole cost and expense, forthwith and with all due diligence prior to the expiration or termination of this Lease (but in any event not later than thirty (30) days after the expiration or earlier termination of the Lease) remove such Non-Standard Alterations made by Tenant which are designated by Landlord to be removed and repair and restore

the Premises in a good and workmanlike manner to their original condition, reasonable wear and tear and damage from casualty or condemnation excepted. It is understood and agreed that, except for Tenant's Signage (as defined in Section 8(d) below), Landlord shall not be entitled to require removal of any Alterations other than Non-Standard Alterations that Landlord has advised Tenant at the time of Landlord's approval thereof that Landlord will require the removal thereof. For purposes hereof, "**Non-Standard Alterations**" shall mean internal stairs, bank vaults, medical or laboratory facilities and equipment, recording, production or broadcasting facilities and equipment, raised flooring, supplemental HVAC units and other material Alterations that, in Landlord's reasonable determination, are not typical alterations, additions or improvements found in Comparable Buildings under the leases of anchor tenants. Tenant shall have the right to surrender all Cable (as hereinafter defined), provided that such Cable is left in good condition (subject to reasonable wear and tear), properly labeled and in safe condition. In any event, unless otherwise notified by Landlord prior to expiration of the Term, Tenant shall remove all Tenant's Signage from the Premises and the Building. All construction work done by Tenant within the Premises shall be performed in a good and workmanlike manner with new materials of first-class quality, lien-free and in compliance with all Laws and insurance requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural or engineering practices or with all applicable Laws and insurance requirements, and Tenant shall be solely responsible for ensuring all such compliance. Notwithstanding the foregoing, neither the Tenant Improvements, nor any Alterations approved by Landlord as part of, or in connection with the Tenant Improvements, shall be subject to the provisions of this Section 8(a).

(v) Tenant shall not perform any Alterations, or otherwise perform any work or conduct any activities in or about the Complex, in a manner which Landlord has notified Tenant would create or does actually create any work stoppage, picketing, labor disruption or dispute or any material interference with the operation, management or maintenance of the Complex, and Tenant shall immediately stop, or cause to be stopped, any work or other activity in violation of this subparagraph (v) upon written notice thereof from Landlord.

(b) **Repairs; Maintenance.**

(i) **By Landlord.** Throughout the Term, Landlord shall keep and maintain in good repair and working order and make repairs to, replacements of, and perform maintenance upon: (1) the Building's Structure and the Building's Systems (including all repairs, replacements and maintenance required to ensure that the roof of the Building, the exterior of the Building, the exterior windows of the Building, and all of the respective related components of the foregoing are and remain sealed and water tight); (2) standard mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building generally; (3) Building Common Areas; (4) the roof of the Building (including roof membrane); (5) exterior windows of the Building; and (6) elevators and common escalators and staircases serving the Building. Landlord shall also keep the appearance of the Building and Building Common Areas at least consistent with Comparable Buildings. The foregoing requirements shall include the requirements to perform the following: (a) repairs and replacements required due to the acts or omissions of

Landlord or any Landlord Party or any of Landlord's other tenants (other than Tenant), subtenants, licensees, or occupants (other than Tenant's subtenants, licensees, or occupants); (b) repairs to Landlord's Work (as defined in Exhibit D) as provided in Exhibit D; (c) repairs and replacements required to cure any noncompliance of the Premises with applicable Laws and insurance requirements not caused by the negligent or intentional acts or omissions of Tenant or any Tenant Party, or by Tenant's particular manner of use of the Premises (as opposed to general or administrative office use); (d) Landlord's restoration obligations required to be performed under and in accordance with Sections 14 and 15; (e) repairs and replacements Landlord is required to make to deliver the Premises to Tenant in the condition required hereunder; and (f) as and when required, as reasonably determined by Landlord, capitalized repairs and replacements to the Building, including repairs and replacements to the roof, skin or façade (including without limitation pointing and caulking), foundations, bearing walls, slab, structural columns and beams, exterior walls and all glass and glass framing systems, and roadways and parking areas. Landlord's obligations as set forth above in this Section 8(b)(i) are collectively "**Landlord Repair Obligations**". If any of the foregoing maintenance or repair is necessitated due to the negligent or intentional acts or omissions of any Tenant Party, or by Tenant's use of the Premises (i) other than for the Permitted Use, or (ii) in violation of Tenant's obligations under this Lease, Tenant shall pay the reasonable out-of-pocket costs of such repairs or maintenance to Landlord within sixty (60) days after receipt of an invoice and reasonable supporting documentation. Subject to the provisions of Section 7(f) hereof and except as otherwise expressly provided in this Lease, Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed in the Premises or in the Complex pursuant to Landlord's rights and obligations under this Lease. Except as provided in Section 24, to the extent allowed by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

(ii) **By Tenant.** Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and, to the extent required by the specific use of the Premises by Tenant other than general or administrative office use, shall keep the Premises in compliance with all applicable Laws and insurance requirements and in good condition and repair, ordinary wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering or raised flooring; (2) interior partitions; (3) doors located within the Premises; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment (collectively, "**Cable**") that is installed by or for the benefit of Tenant and located in the Premises or other portions of the Building or Land; (6) supplemental air conditioning units, private showers and kitchens, including hot water heaters, plumbing, dishwashers, ice machines and similar facilities installed by or on behalf, or for the benefit, of Tenant (including but not limited to as part of the Tenant Improvements) serving Tenant exclusively; (7) phone rooms installed by or on behalf, or for the benefit, of Tenant (including but not limited to as part of the Tenant Improvements) and used exclusively by Tenant; (8) Alterations (not including the Landlord's Work) performed by contractors retained by or on behalf of Tenant, including related HVAC balancing; (9) all of Tenant's furnishings, trade fixtures, equipment and inventory; and (10) Tenant's Signage. All work shall be performed in accordance with the rules and procedures described in Section 8(a). If Tenant fails to make any repairs to the Premises for more than thirty (30) days after written notice to Tenant stating Landlord's intention to perform such obligation for the account and at the expense

of Tenant, or at any time prior to the expiration of such thirty (30) days if such default needs to be cured prior to the expiration of such thirty (30) days in order to prevent damage to the Premises from Landlord (although notice shall not be required if there is an emergency), provided that if such default cannot reasonably be cured within such thirty (30) day period and cannot with due diligence be wholly cured within such period of thirty (30) days, Tenant shall have such longer period as shall be necessary to cure the default, as long as Tenant proceeds immediately to take the necessary action to prevent any damage to the Premises and to promptly to cure the same within such thirty (30) day period, prosecutes the cure to completion with due diligence and advises Landlord from time to time, upon Landlord's request, of the actions which Tenant is taking and the progress being made, Landlord may (but without any obligation), in addition to any other remedy available to Landlord, make the repairs, and Tenant shall pay the reasonable out-of-pocket cost of the repairs to Landlord within thirty (30) days after receipt of an invoice, together with reasonable supporting documentation of such costs, and if not paid when due, then Tenant shall owe an administrative charge in an amount equal to five percent (5%) of the cost of the repairs. If Tenant reasonably believes that such repairs or replacements are not necessary and that it is not in default of its obligations to maintain the Premises pursuant to the terms of this Agreement, then within ten (10) Business Days after receipt of Landlord's written notice that Landlord intends to perform any such repairs, Tenant may deliver a written notice to Landlord stating that it disputes the fact that it is in default of its maintenance and repair obligations. If Tenant timely delivers such notice to Landlord and the repair or replacement in question is not an emergency (as reasonably determined by Landlord), then Landlord shall not perform such repair or replacement set forth in Landlord's repair notice and the matter of whether or not such repair or replacement is necessary shall be decided by arbitration as provided below in Section 26(s). At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the condition required under this Lease, excepting reasonable wear and tear and losses required to be restored by Landlord. If Landlord elects to store any personal property of Tenant that remains in the Premises following expiration or earlier termination of this Lease, including goods, wares, merchandise, inventory, trade fixtures and other personal property of Tenant, Landlord shall notify Tenant in writing of such election, and if Tenant does not respond or remove such items within ten (10) Business Days, then same shall be stored at the sole cost and risk of Tenant. Tenant agrees to promptly notify Landlord if it observes mold/mildew or moisture conditions or both (from any source, including leaks), and allow Landlord to evaluate and make recommendations and take reasonable and appropriate corrective action (which corrective action shall be Landlord's obligation and at Landlord's sole cost, to the extent such conditions are not caused by the negligence or willful misconduct of Tenant or any Tenant Party).

(iii) **Performance of Work.** All work described in this Section 8 (excluding Minor Alterations and Landlord's Work) shall be performed only by contractors and subcontractors approved in writing by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed). Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, Landlord's property management company and Onyx Management Group, LLC ("**Onyx**") as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in

accordance with all Laws and insurance requirements and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's Structure and the Building's Systems). All such work which may damage the Building's Structure or the Building's Systems, at Landlord's election, must be performed by Landlord's usual contractor for such work or a contractor approved by Landlord (which shall not be unreasonably withheld, conditioned or delayed). All work affecting the roof of the Building must be performed by Landlord's roofing contractor or a contractor approved by Landlord (not to be unreasonably withheld, conditioned or delayed) and no such work will be permitted if it would void or reduce the warranty on the roof.

(c) **Mechanic's Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's or construction liens to be filed against the Premises or the Building in connection therewith. If such a lien is filed, then Tenant shall, within thirty (30) days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, the Building or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either: (1) pay the amount of the lien and cause the lien to be released of record; or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest at the Default Rate, shall be paid by Tenant to Landlord within sixty (60) days after Landlord has invoiced Tenant therefor and delivered to Tenant reasonable supporting documentation thereof. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, the Building or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall indemnify, defend and hold harmless Landlord, Onyx, and Landlord's property manager, any subsidiary or affiliate of the foregoing, and their respective officers, directors, members, shareholders, partners, employees, managers, contractors, attorneys and agents (collectively, the "**Landlord Parties**"), and any Landlord's Mortgagee (as defined in Section 12(a)), from and against any and all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees and disbursements and court costs) in any way arising from or relating to any third-party claims brought for the failure by any Tenant Party to pay for any work performed or materials furnished to the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(d) **Signs.**

(i) Except as hereinafter provided, Tenant shall not place or permit to

be placed any signs upon: (i) the roof of the Building; or (ii) the Common Areas; or (iii) any area visible from the exterior of the Premises (other than signage displaying Tenant's name and/or logo in the lobby of the Premises), without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided any proposed sign is placed only in those locations as may be reasonably designated by Landlord, and complies with all Laws (Tenant shall be responsible for obtaining all required governmental permits and approvals for any signage) and insurance requirements and with the sign criteria promulgated by Landlord from time to time. Upon request of Landlord, Tenant shall promptly remove any sign, advertising material or lettering which Tenant has placed or permitted to be placed upon the exterior or interior surface of any door or window or at any point inside the Premises, other than Tenant's Signage (as hereinafter defined), which in Landlord's reasonable opinion, is of such a nature as to not be in keeping with the standards or character of the Building, and if Tenant fails to do so, Landlord may without liability remove the same at Tenant's expense. Tenant shall comply with such regulations as may from time to time be reasonably promulgated in a non-discriminatory manner by Landlord governing signs, advertising material or lettering of all tenants in the Building. Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting or replacement of the Building fascia surface or other portion of the Building where signs are attached. If Tenant fails to do so, Landlord may have the sign removed and the cost of removal shall be payable by Tenant within sixty (60) days of receipt of an invoice and supporting documentation. If Tenant fails to timely pay Landlord for the cost of such removal, then Tenant shall owe Landlord an additional administrative fee of five (5%) percent of such removal costs.

(ii) Subject to the legal availability of space for such signage at the time Tenant intends to commence installation thereof, Landlord hereby consents to Tenant's installation of exterior signage identifying Tenant at the locations on the façade of the Building and on the wall of the Building's lobby adjacent to the Conference Center Space as shown in Exhibit N attached hereto, and on the security desk that is part of Tenant's Entrance Security Facilities (collectively, "**Tenant's Signage**"). Tenant acknowledges and confirms that Tenant's right to install Tenant's Signage is subject (a) to Landlord's review and approval of the design, appearance, illumination and size of Tenant's Signage, which shall not be unreasonably withheld, conditioned or delayed, and (b) to Tenant obtaining all required municipal permits and approvals therefor (and Tenant acknowledges that Landlord (i) makes no representation or warranty such permits and approvals shall be issued, and (ii) shall have no liability to Tenant hereunder if Tenant is unable to obtain any such required permits and/or approvals). All costs and expenses of erecting and maintaining Tenant's Signage shall be borne solely by Tenant. Tenant's Signage shall constitute an Alteration, and shall be subject to the applicable provisions of Section 8(a) hereof.

(e) **Contractor and Subcontractor Insurance and Indemnification.** In the event that Tenant hires any contractors or subcontractors to perform Alterations or other repairs pursuant to this Lease, (i) the requirements listed in Section 11(a), items A, B, C, E, F, I, and H (in the event that the contractor rather than the tenant carries "builder's risk" insurance on a project) in addition to the above requirements, must be met; (ii) general liability aggregate limits must be written on a per project basis for all insurance policies procured by any contractors or subcontractors; and (iii) any such contractors or subcontractors shall further agree in writing to the same indemnity provided by Tenant in Section 11(d)(i) of this Lease.

9. **Use.** Tenant shall use the Premises only for the Permitted Use (as set forth in the Basic Lease Information) and shall comply in all material respects with all applicable Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste (normal wear and tear, damage by casualty and repairs, replacements, and maintenance that are Landlord's obligation excepted), overload the Building's Structure or the Building's Systems or subject the Premises to use that would damage the Premises. Tenant, at its sole cost and expense, shall obtain and keep in effect during the Term, all permits, licenses, and other authorizations necessary for the operation of Tenant's business at the Premises and comply with all insurance requirements applicable to Tenant (to the extent same are specific to the operation of Tenant's business at the Premises). Landlord shall cooperate in all reasonable respects, at no material out-of-pocket cost to Landlord, with Tenant's endeavors to maintain such permits, licenses or authorizations, provided that Landlord shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and authorizations, including any certificates of occupancy, for Landlord's Work. If rebalancing, repairs, modifications or supplements to the HVAC serving the Premises ("**HVAC Modifications**") are required as a result of the population density within the Premises as a whole exceeding one person for each one hundred fifty (150) usable square feet in the Premises, and Tenant requests that such HVAC Modifications be made, Landlord shall perform such HVAC Modifications and the cost of the foregoing shall be borne solely by Tenant, provided that Landlord delivers an invoice and reasonable supporting documentation therefor. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant: (a) Tenant shall bear the risk of responding to written notices of violations (including correcting any such violations) of Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "**Disabilities Acts**") in the Premises (except, as to any Premises Portion, with respect to requirements existing as of the date of Substantial Completion of Landlord's Work for such Premises Portion); and (b) Landlord shall bear the risk of responding to written notices of violations (including correcting any such violations) of the Disabilities Acts to the extent applicable to any Premises Portion as of or prior to the date of Substantial Completion of Landlord's Work for such Premises Portion and in the Common Areas, other than violations the correction of which is necessitated by the use of the Premises for a purpose other than the Permitted Use or in violation of Tenant's obligations under this Lease (which risk and responsibility shall be borne by Tenant). Tenant shall not use any substantial portion (which shall be deemed to mean more than 50% of the rentable square footage) of the Premises for a "call center", any other telemarketing use, or any credit processing use. In addition, the Premises shall not be used for any purpose which creates unreasonably offensive odors, fumes, dust or vapors; which emits unreasonably loud noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness, or loudness; or which is associated with indecent or pornographic matters. Tenant shall not use or permit the storage of any explosives, fuel or other hazardous or inflammable materials within the Premises other than such materials and in such quantities which are normal and customary for the Permitted Use and in compliance with all applicable Laws and insurance requirements. Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. Tenant shall not knowingly conduct or permit to be conducted in the Premises any activity, or place any equipment in or about the Premises or the Building, which will invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance (beyond the ordinary market increases in such rates) on the Premises or the Building. If any invalidation of

coverage or increase in the rate of fire insurance or other insurance (beyond the ordinary market increases in such rates) occurs due to activity conducted from the Premises, or any act or omission by Tenant, or its agents, employees, representatives, or contractors, Landlord shall provide evidence that the increase in such rate is due to such act of Tenant or the contents or equipment in or about the Premises, and, as a result thereof, Tenant shall be liable for such increase and shall be considered an Additional Charge payable with the next monthly installment of Base Rent due under this Lease. In no event shall Tenant introduce or permit to be kept on the Premises or brought into the Building any noxious, radioactive or explosive substance other than firearms and related weapons that are or may be lawfully carried by members of New Jersey Transit Police or other State or Federal police in their ordinary course of business and such materials and in such quantities which are normal and customary for the Permitted Use of this type and in compliance with all applicable Laws and insurance requirements.

10. **Assignment and Subletting.**

(a) **Transfers.** Except as expressly provided herein, Tenant shall not, without the prior written consent of Landlord (which, subject to the provisions of this Section 10, shall not be unreasonably delayed, conditioned or withheld): (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (2) sublet any portion of the Premises; or (3) grant any license, concession, or other right of occupancy of any portion of the Premises other than temporary rights of occupancy by members of the public in connection with public meetings and hearings (which shall be held in the Conference Center Space only) conducted by Tenant or any Tenant Party (any of the events listed in Section 10(a)(1) through Section 10(a)(3) being a “**Transfer**”).

(b) **Consent Standards.** Landlord shall not unreasonably withhold, condition or delay its consent to any Transfer, provided that no Event of Default by Tenant is then in existence hereunder and the proposed transferee: (1) is creditworthy in Landlord’s reasonable judgment (provided that Landlord acknowledges that a proposed subtenant with a tangible net worth (excluding good will) of at least Ten Million Dollars (\$10,000,000) proposing to sublease not more than one full floor in the Premises shall be deemed creditworthy); (2) will use the Premises only for the Permitted Use and will not use the Premises in any manner that would conflict with an exclusive use agreement or other similar agreement entered into by Landlord with any other third-party tenant of the Building prior to the date of such Transfer (and provided that Landlord shall within ten (10) Business Days of written request from Tenant provide a list of existing exclusive use or other agreements); (3) is not another occupant of the Building, when Landlord then has comparable space available to lease to the proposed assignee or subtenant in the Building that can reasonably accommodate the needs of the proposed assignee or subtenant; and (4) is not a person or entity with whom Landlord is then, or has been within the six-month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease reasonably comparable space in the Building, or any Affiliate of any such person or entity (which negotiations shall be deemed to have commenced when Landlord receives a written proposal from such assignee, subtenant or its respective representatives); otherwise, Landlord may withhold its consent in its sole discretion.

(c) **Request for Consent.** If Tenant requests Landlord’s consent to a Transfer,

then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed pertinent documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character ("**Transferee Information**"). Following Tenant's notice of any request for consent to a Transfer, Tenant shall pay to Landlord, within sixty (60) days of demand therefor, Landlord's actual out-of-pocket expenses in reviewing such request (including but not limited to its reasonable attorneys' fees), not to exceed \$5,000 for any single request. If Landlord shall fail to approve or disapprove a proposed Transfer to which Landlord may not unreasonably withhold, condition or delay its consent pursuant to the terms of this Section 10 within fifteen (15) days after Tenant shall have submitted the same, then Tenant may send Landlord a second request for such approval containing the following language in all capitals and bold print: "THIS IS A SECOND REQUEST FOR APPROVAL OF THE PROPOSED TRANSFER. IF LANDLORD DOES NOT RESPOND TO THIS REQUEST WITHIN TEN (10) BUSINESS DAYS, LANDLORD'S APPROVAL SHALL BE DEEMED GRANTED PURSUANT TO THE PROVISIONS OF THE LEASE", and if Landlord shall have failed to respond to such second request within such ten (10) Business Day period, Landlord shall be deemed to have approved such transaction.

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and shall apply such rents collected against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

(e) **Sublease Clearance Notice.** Tenant shall not enter into a sublease if the proposed subtenant or sublease would violate the consent standards set forth in Section 10(b)(1)-(4) above (the "**Consent Standards**"). Tenant may send a notice to Landlord requesting confirmation that a proposed sublease will not violate any of the Consent Standards, identifying and providing the Transferee Information for the proposed subtenant, and providing (i) the amount of space proposed to be sublet, (ii) the proposed subtenant's use of the portion of the Premises proposed to be sublet and, such other information as may be reasonably necessary to enable Landlord to provide confirmation that such proposed sublease will not violate the Consent Standards (a "**Sublease Clearance Notice**"). Within ten (10) Business Days after receiving a Sublease Clearance Notice therefor (including all information with respect to the proposed

sublease and subtenant set forth above), Landlord shall notify Tenant if Landlord reasonably believes that such proposed sublease will violate any of the Consent Standards, and, if so, an explanation in reasonable detail of the reasons why Landlord believes that such proposed sublease will violate one or more of the Consent Standards (a “**Sublease Response Notice**”). If Landlord shall fail to deliver to Tenant a Sublease Response Notice with respect to a proposed sublease within ten (10) Business Days after receiving a Sublease Clearance Notice therefor (including all information with respect to the proposed sublease and subtenant set forth above), then Tenant may send Landlord a second notice containing the following language in all capitals and bold print: “THIS IS A SECOND REQUEST FOR A SUBLEASE RESPONSE NOTICE. IF LANDLORD DOES NOT PROVIDE A SUBLEASE RESPONSE NOTICE WITHIN TEN (10) BUSINESS DAYS, LANDLORD SHALL BE DEEMED TO HAVE CONFIRMED THAT THE PROPOSED SUBLEASE WILL NOT VIOLATE ANY OF THE CONSENT STANDARDS SET FORTH IN SECTION 10(b) OF THE LEASE”, and if Landlord shall have failed to provide a Sublease Response Notice in response to such second request within such additional ten (10) Business Day period, Landlord shall be deemed to have confirmed that such proposed sublease will not violate any of the Consent Standards, in which case Tenant may enter into such sublease without obtaining any further consent from Landlord thereto.

(f) **Attornment by Subtenants.** Each sublease by Tenant hereunder shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subject or subordinate, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, either terminate the sublease or take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant shall, at Landlord’s option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be: (1) liable for any previous act or omission of Tenant under such sublease; (2) subject to any counterclaim, offset or defense that such subtenant might have against Tenant; (3) bound by any previous modification of such sublease or by any rent or additional rent or advance rent which such subtenant might have paid for more than the current month to Tenant, and all such rent shall remain due and owing, notwithstanding such advance payment; (4) bound by any security or advance rental deposit made by such subtenant which is not delivered or paid over to Landlord and with respect to which such subtenant shall look solely to Tenant for refund or reimbursement; or (5) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this **Section 10(f)**. The provisions of this **Section 10(f)** shall be self-operative, and no further instrument shall be required to give effect to this provision.

(g) **Recognition Agreement to Acceptable Subtenant.** Landlord, upon Tenant’s written request, shall enter into an attornment and non-disturbance agreement (the “**Recognition Agreement**”) with a subtenant in a form reasonably acceptable to both Landlord and the subtenant if the following conditions (the “**Recognition Conditions**”) are fulfilled: (i) the subtenant is an Acceptable Subtenant (as hereinafter defined); (ii) the sublease is a Special Sublease (as hereinafter defined); (iii) a fully executed copy of the Special Sublease is delivered

to Landlord; and (iv) the Acceptable Subtenant executes and delivers to Landlord the Recognition Agreement. “**Acceptable Subtenant**” means a subtenant who subleases one (1) entire floor or more within the Premises from Tenant. “**Special Sublease**” means a sublease of at least one (1) entire floor of the Building within the Premises (x) that either has been consented to by Landlord as provided in this Section 10 or is to a Permitted Transferee, and (y) which expressly provides (I) that upon the termination of this Lease as a result of a default by Tenant or otherwise, the sublease will be deemed to be a direct lease between the subtenant and Landlord (but still subject to all of the terms and provisions of the Lease to the extent so provided in such Special Sublease), provided that, if the fixed rent payable under the sublease is greater than the Base Rent payable under this Lease on a per usable square foot basis, then the Base Rent payable by subtenant to Landlord under such direct lease shall be recalculated using the greater per usable square foot rental rate, (II) that such direct lease shall include provisions that Landlord determines would be included in a direct lease it would be willing to enter into, with a third party having similar creditworthiness to the subtenant, for the portion of the Premises covered by the sublease for the remaining term thereof and on the economic terms thereof (including but not limited to (A) the right of Landlord to require relocation of the leased premises, (B) a commercially reasonable security deposit, (C) provisions for payment of utility costs based on a standard fixed charge rather than by submetering), and (III) that none of the Special Provisions (as hereinafter defined) of this Lease shall be included in such direct lease. For purposes hereof “**Special Provisions**” shall mean provisions of this Lease that provide any of the following: (a) parking rights, (b) exterior signage rights, (c) rights of self-help, (d) rights to renew the term of the lease or to lease additional space in the Building, (e) rights to use the roof of the Building, (f) rights to install or use a generator serving the leased premises, (g) free rent, rent abatements or credits, or tenant improvement or other allowances, or (h) representations and warranties made by Landlord,

(h) **Additional Compensation.** Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the excess of all compensation (if any) actually received by Tenant for a Transfer over the Rent allocable to the portion of the Premises covered thereby; provided, however, such excess shall be calculated after deducting all actual, reasonable out-of-pocket costs incurred by Tenant in connection with such Transfer, including the following costs and expenses incurred by Tenant for such Transfer (which costs for subleases will be amortized over the term of the Transfer pursuant to sound accounting principles and deducted monthly from such excess): (1) brokerage commissions, marketing costs and reasonable attorney’s fees; (2) the actual costs paid in making any improvements or substitutions in the Premises required to be made by Tenant under such sublease; and (3) the costs of any inducements or concessions given to the transferee; and (4) the then net unamortized or undepreciated cost of the leasehold improvements made and paid for by Tenant, and the movable equipment, furniture or other personal property included in the Transfer.

(i) **Adequate Assurance of Future Performance.** Notwithstanding any restriction on assignment contained elsewhere in this Section 10, if the Tenant is permitted by any bankruptcy court or other court of competent jurisdiction to assign this Lease in any action for bankruptcy, insolvency, reorganization, liquidation, dissolution, or other proceeding affecting Tenant, or any other similar action which may be taken by any trustee, receiver or liquidator of Tenant, the assignment shall be conditioned upon such assignee being required to satisfy all outstanding defaults, whether monetary or non-monetary, under this Lease, and providing

Landlord with Adequate Assurance of Future Performance. For purposes hereof, the term **"Adequate Assurance of Future Performance"** shall mean (i) the delivery by such assignee to Landlord of all financial information reasonably necessary to establish, to Landlord's reasonable satisfaction, that such assignee has a net worth (as determined in accordance with generally accepted accounting principles) sufficient to satisfy the obligations of Tenant at the time of such assignment, and (ii) the delivery by such assignee to Landlord of security to secure the assignee's obligations under this Lease, which security may take the form of any one or more of the following as determined by Landlord: (A) an unconditional and irrevocable letter of credit available on sight in an amount reasonably acceptable to Landlord (but in no event more than two (2) months' of Base Rent), issued by a bank reasonably satisfactory to Landlord, which shall contain, among other things, a so-called "evergreen clause", and which shall otherwise be acceptable in form and substance to Landlord, (B) delivery by such assignee to Landlord of a cash security deposit in an amount acceptable to Landlord (but in no event more than two (2) months' of Base Rent), and/or (C) delivery by such assignee to Landlord of an unconditional guaranty of the Lease, in form and substance satisfactory to Landlord, from an entity having a net worth reasonably acceptable to Landlord.

(j) **Permitted Transfers.** Notwithstanding Section 10(a), Tenant may Transfer all or part of its interest in this Lease or all or part of the Premises (a **"Permitted Transfer"**) to (a) a governmental or quasi-governmental agency of the State of New Jersey or the United States of America, including but not limited to the New Jersey Maritime Pilot & Docking Commission and the Gateway Development Commission, or (b) a corporation or other entity into which or with which Tenant, is merged, consolidated or reorganized, in accordance with applicable statutory provisions for the merger, reorganization, or consolidation of public entities, provided that, by operation of law or by effective provisions contained in instruments of merger, reorganization, or consolidation, the liabilities of Tenant under this Lease in such merger, reorganization, or consolidation are assumed by the corporation or other entity surviving such merger, reorganization, or consolidation (each of the foregoing, a **"Permitted Transferee"**) without the written consent of Landlord (and the provisions of paragraphs (b), (c), (d), (e), (h) and (i) of this Section 10 shall not apply to a Permitted Transfer). Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, reorganization, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease (except that the rental and, so long as no violation of any of the terms and provisions of this Lease is caused or permitted thereby, other obligations of a subtenant shall be as provided in such subtenant's sublease), including the Permitted Use. No later than ten (10) Business Days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (A) copies of the instrument effecting any of the foregoing Transfers, (B) documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, and (C) evidence of insurance as required under this Lease with respect to the Permitted Transferee (provided that any governmental agency of the State of New Jersey or the United State of America shall be entitled to self-insure in accordance with the applicable provisions of Section 11(a) below). The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. Any subsequent Transfer by a Permitted Transferee shall be subject to the applicable terms of this Section 10.

11. **Insurance; Waivers; Indemnity.**

(a) **Tenant's Insurance.** If, any time before the Rent Commencement Date, Tenant or any of Tenant's contractors or sub-contractors enter the Premises to inspect or perform the Tenant Installations, as permitted under Exhibit D, then Tenant shall maintain worker's compensation insurance coverage required pursuant to Section 11(a)(F) hereof, and Tenant shall cause Tenant's contractors and sub-contractors (as applicable) to comply with the insurance obligations required under Section 8(e) hereof, and on and after the Rent Commencement Date for the Initial Space, and continuing throughout the Term, Tenant shall maintain the following insurance policies: (A) commercial general liability insurance in amounts of Two Million Dollars (\$2,000,000) per occurrence, and Five Million Dollars (\$5,000,000) in the aggregate on a per location basis (which shall be indicated on any certificate of insurance obtained by Tenant), or, following the expiration of the initial Term, such other amounts as Landlord may from time to time reasonably require (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy [e.g., the sale, service or consumption of alcoholic beverages], Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure against all liability arising from such activity or matter [including liquor liability, if applicable] in such amounts as Landlord may reasonably require), insuring Tenant, Landlord and any employee, agent, management company (including but not limited to Onyx), member, owner, mortgagee, representative and/or assignee of Landlord, against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises only and (without implying any consent by Landlord to the installation thereof) the installation, operation, maintenance, repair or removal of Tenant's Off-Premises Equipment with an additional insured endorsement in form CG 20 26 11 85 (or its equivalent); (B) Automobile Liability covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than Three Million Dollars (\$3,000,000) combined single limit for property damage and bodily injury; (C) umbrella/excess liability insurance on a "follow form" basis as respects all primary casualty policies (General Liability, Business Automobile, Employers' Liability) with limits of no less than Ten Million Dollars (\$10,000,000) (an affirmative statement shall be included on any certificate of insurance evidencing full compliance with this subsection (C)); (D) All Risk Property insurance covering (i) the full value of all Alterations in the Premises (but expressly excluding Landlord's Work), naming Landlord and Landlord's Mortgagee (as defined in Section 12(a)) as loss payees as their interests may appear, and (ii) the full value of all Tenant's Property (including property of Tenant or others) in the Premises or otherwise placed in the Project by or on behalf of a Tenant Party (including Tenant's Off-Premises Equipment) it being understood that no lack or inadequacy of insurance by Tenant shall in any event make Landlord subject to any claim by virtue of any theft of or loss or damage to any uninsured or inadequately insured property; (E) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy) (any certificate of insurance obtained shall confirm that Blanket Contractual Liability is included under Tenant's Commercial General Liability policy); (F) worker's compensation insurance in amounts not less than statutorily required, and Employers' Liability insurance with limits of not less than Two Million Dollars (\$2,000,000); (G) business interruption insurance in an amount that will reimburse Tenant for direct or indirect loss of earnings attributable

to all perils insured against under Section 11(a)(2)(D) or attributable to the prevention of access to the Building or Premises; (H) in the event Tenant performs any alterations or repairs in, on, or to the Premises, Builder's Risk Insurance on an All Risk basis (including collapse) on a completed value (non-reporting) form, or by endorsement including such coverage pursuant to Section 11(a)(2)(D) hereinabove, for full replacement value covering all work incorporated in the Building and all materials and equipment in or about the Premises; and (I) such other insurance or any changes or endorsements to the insurance required herein, including increased limits of coverage, as Landlord, or any mortgagee or lessor of Landlord, may reasonably require from time to time. Except as otherwise set forth herein, Tenant's insurance for the Premises shall provide primary coverage to Landlord and shall not require contribution by any insurance maintained by Landlord with respect to the Premises and any negligence or willful misconduct of any Tenant Party, when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance, with an additional insured endorsement in form CG 20 26 11 85 or its equivalent, and such other evidence reasonably satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at least ten (10) days prior to the earlier of the Rent Commencement Date or the date Tenant enters the Premises to perform work or occupies the Premises, and at least fifteen (15) days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before cancellation or a material change of any such insurance policies. For each policy listed on Tenant's certificate of insurance, the following endorsements (or their equivalent) shall be attached in accordance with the insurance requirements set forth herein: additional insured (per Landlord Party and Landlord's Mortgagee) primary non-contributory coverage (for additional insureds), loss payee, 30-day notice of cancellation or material change. All such insurance policies shall be in form, and issued by companies with a Best's rating of A-VII or better, reasonably satisfactory to Landlord. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Lease. Notwithstanding anything to the contrary contained herein, Tenant may, at its election, choose to self-insure the insurance coverages required to be carried by Tenant as set forth above through its excess over self-insured retention insurance policy ("**Self-Insurance**"), but this right shall be personal to the original named Tenant (i.e., New Jersey Transit Corporation) and its Permitted Transferees. Such Self-Insurance shall be deemed to contain all the terms and conditions applicable to such insurance coverage as required in clauses above or as applicable to insurance immediately in excess of such self-insurance, including without limitation the provisions of Section 7(c) below. If Tenant elects to provide Self-Insurance, then, (x) Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease) with respect to any insurance required by Tenant pursuant to this Lease, and (y) with respect to any claims or losses that may result from incidents occurring during the Term of this Lease, such Self-Insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive. Notwithstanding anything to the contrary contained herein, in the event there is an existing insurance policy held by Landlord's contractors

or subcontractors who are engaged to perform work within the Premises at the time of the occurrence of any damage to or theft, destruction (including, but not limited to a Casualty), loss, or loss of use of any property within the Premises, then such policy shall be the primary policy until such policy limits are exhausted.

(b) **Landlord's Insurance.** Throughout the Term of this Lease, Landlord shall maintain, as a minimum, the following insurance policies: (1) "all risk" property insurance, including elective TRIA coverage for terrorism peril, for the Building's replacement value (excluding property required to be insured by Tenant, but including the Building Common Areas and Landlord's Work), less a commercially-reasonable deductible if Landlord so chooses ("**Landlord's Casualty Insurance Policy**"); (2) commercial general liability insurance having commercially reasonable limits and deductible, including elective TRIA coverage for terrorism peril; (3) cyber liability insurance coverage for Landlord's obligation to provide security services for the Building, with a limit of at least five million dollars (\$5,000,000.00) per occurrence; and (4) umbrella/excess liability insurance on a "follow form" basis as respects all primary casualty policies (General Liability, Business Automobile, Employers' Liability) with limits of no less than fifty million dollars (\$50,000,000.00) in the aggregate. The types and amount of the insurance carried by Landlord and insurance deductibles shall be comparable to those carried by landlords of Comparable Buildings. Landlord shall deliver certificates of insurance evidencing such coverage upon Tenant's written request. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control (subject, however, to any applicable restoration requirements of Landlord under this Lease), and, except as hereinafter provided, Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder. Notwithstanding the foregoing, Landlord shall name Tenant as an additional insured on its commercial general liability insurance policy as to Common Areas only.

(c) **Intentionally Omitted.**

(d) **Indemnity.** Except to the extent caused by the negligence or intentional misconduct of Landlord or any Landlord Party or Landlord's Mortgagee, or the performance of Landlord's Work or Landlord's failure to perform any of Landlord's other obligations under this Lease, and provided any such Claim (as hereinafter defined) arises from any circumstance occurring after the Rent Commencement Date as to each applicable Premises Portion, Tenant hereby agrees to indemnify, defend and hold harmless Landlord and all Landlord Parties and Landlord's Mortgagees from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees and disbursements and court costs) from third party claims (collectively, "**Claims**") arising from: (1) any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "**Loss**") arising from any occurrence within the Premises or Tenant's use, operation and maintenance of Tenant's Entrance Security Facilities, or arising out of the installation, operation, maintenance, repair or removal of any of Alterations or Tenant's Off-Premises Equipment by Tenant or any Tenant Party; or (2) Tenant's failure to perform its obligations under this Lease or Tenant's breach of any of its covenants or negative covenants under this Lease. Except to the extent caused by the negligence or intentional misconduct of Tenant or

any Tenant Party or Tenant's failure to perform any of Tenant's other obligations under this Lease, Landlord hereby agrees to indemnify, defend and hold harmless Tenant and any Tenant Party from and against any and all Claims (including reasonable attorneys' fees and disbursements and court costs) arising from: (A) any Loss relating to the performance of Landlord's Work; (B) Landlord's failure to perform its obligations under this Lease or Landlord's breach of any of its covenants or negative covenants under this Lease; and (C) any representation of Landlord made under this Lease being materially untrue or inaccurate, with Landlord's actual knowledge, when made. If any proceeding is filed for which indemnity is required hereunder, each party agrees, upon request therefor, to defend the applicable indemnitee in such proceeding at the applicable indemnitor's cost utilizing counsel satisfactory to such indemnitee in its reasonable discretion. The indemnities set forth in this Section 11(d) shall survive the expiration or earlier termination of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease.

12. **Subordination; Attornment; Notice to Landlord's Mortgagee.**

(a) **Subordination.** Subject to Tenant's receipt of an SNDA (as hereinafter defined) from any current or future Landlord's Mortgagee, as applicable, this Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee, as the case may be, may elect at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. Tenant shall execute and return to Landlord (or such other party designated by Landlord) within thirty (30) days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease, provided (i) such instrument is in a commercially reasonable form, and (ii) Tenant receives (or has received) an SNDA executed by such Landlord's Mortgagee.

(b) **Attornment.** Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request, provided (i) such instruments are in a commercially reasonable form, and (ii) Tenant receives (or has received) an SNDA executed by such Landlord's Mortgagee.

(c) **SNDA.** Landlord represents to Tenant that, as of the Lease Date, Wilmington Trust, National Association, not individually, but solely as Trustee for the Holders of CSMC 2021-GATE, Commercial Mortgage Pass-Through Certificates, Series 2021-GATE under that certain Trust and Servicing Agreement dated as of December 22, 2021, by and through Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Servicer under said Trust and Servicing Agreement ("**Current Lender**"), is the holder of a first-lien Mortgage on the Land and the Building and there is no other Mortgage or Primary Lease affecting the Land or the Building. Contemporaneously with the full execution and delivery of this Lease by Landlord and Tenant, Landlord shall obtain the execution and delivery by Current Lender of, and Tenant shall execute and deliver, a non-disturbance agreement (an "**SNDA**") in the form attached hereto as Exhibit O (the "**Approved SNDA Form**"). Landlord shall request an SNDA with respect to this Lease from any future Landlord's Mortgagee, and notwithstanding anything to the contrary the subordination of this Lease to any future Mortgage or Primary Lease as provided above in this Section 12 shall be conditioned upon such future Landlord's Mortgagee entering into an SNDA providing, in substance, the terms and conditions benefitting Tenant in the Approved SNDA Form. If there is any conflict between the terms and provisions of this Section 12 and the terms and provisions of any SNDA entered into by Tenant and any Landlord's Mortgagee, as between Tenant and such Landlord's Mortgagee, the terms and provisions of such SNDA shall prevail.

13. **Rules and Regulations.** Tenant shall comply with the rules and regulations of the

Building which are attached hereto as Exhibit E. Landlord may, from time to time, but upon at least thirty (30) days' prior written notice to Tenant, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building, will not unreasonably interfere with Tenant's use of the Premises, are enforced by Landlord in a non-discriminatory manner, and do not increase Tenant's liabilities or obligations or decrease Tenant's rights or remedies under this Lease by more than a *de minimis* extent. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

14. **Condemnation.**

(a) **Total Taking.** If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking and all Rent shall be apportioned as of such date.

(b) **Partial Taking - Tenant's Rights.** If any part of the Building, essential Common Areas (having a material adverse effect on ingress or egress to or from the Premises) or the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within sixty (60) days after the Taking, which notice shall be effective upon Landlord's receipt of such notice, and Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then (a) Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking and (b) Landlord shall perform the Restoration (as hereinafter defined) in the same manner as required with respect to a Casualty (as hereinafter defined), pursuant to Section 15, and (c) the Rent payable by Tenant hereunder shall be equitably abated (to the extent of the portion of the Premises in which, as a result of such Taking, Tenant's personnel is not able to reasonably perform their ordinary functions and, in fact, Tenant shall have ceased all operations in such portion of the Premises) from the date of such Taking through the date of substantial completion of the Restoration, or if such Restoration cannot be accomplished, then such abatement shall continue indefinitely with respect to such portion of the Premises that cannot be restored.

(c) **Partial Taking - Landlord's Rights.** If any material portion, but less than all, of the Building becomes subject to a Taking, such that Landlord reasonably determines that it is not feasible to operate the Building in a manner comparable to and consistent with the manner in existence prior to such Taking, then, so long as Landlord contemporaneously terminates all other leases in the Building, Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 14(b).

(d) **Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken and, if the Lease is not terminated due to such Taking, Landlord shall first apply such proceeds to the restoration

obligations set forth in this Section 14; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's movable trade fixtures, movable equipment, personal property and furnishings which Tenant is entitled to remove under this Lease, moving and relocation costs, loss of business, and other claims it may have.

15. **Fire or Other Casualty.**

(a) **Repair Estimate.** If the Premises or the Building are physically damaged or destroyed by fire, other casualty or other cause (each, a "**Casualty**"), Landlord shall deliver to Tenant within forty-five (45) days after such Casualty a good faith estimate from a licensed general contractor unaffiliated with either party that has at least fifteen (15) years of experience constructing Class A office buildings in New Jersey selected by Landlord (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty (the "**Estimated Restoration Period**").

(b) **Tenant's Rights.** If thirty percent (30%) or more of the usable area of the Premises, or a material portion of the Building or Complex or Building Common Areas that materially prevents reasonable access to the Premises, is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises (or the damaged portion thereof) in a manner reasonably comparable to that conducted immediately before such Casualty, and the Damage Notice estimates that the Estimated Restoration Period is more than three hundred sixty-five (365) days after the date of the Damage Notice, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within sixty (60) days after the Damage Notice has been delivered to Tenant. If Tenant does not so terminate this Lease as set forth in the preceding sentence, and Landlord fails to complete the Restoration within the Estimated Restoration Period (as extended for delays in completing the repairs due to Events of Force Majeure not to exceed sixty (60) days in the aggregate), then Tenant shall have the right to notify Landlord at any time after the expiration of the Estimated Restoration Period and prior to Landlord's Substantial Completion of the Restoration (as hereinafter defined) that Tenant intends to terminate the Lease (a "**Tenant Casualty Termination Notice**"), in which event, if Landlord does not Substantially Complete the Restoration within one hundred twenty (120) days after Landlord's receipt of such Tenant Casualty Termination Notice (as extended for delays in completing the repairs due to Events of Force Majeure not to exceed sixty (60) days in the aggregate), this Lease shall terminate as of the expiration of such one hundred twenty (120) day period (as so extended).

(c) **Landlord's Rights.** If a Casualty damages the Premises or a material portion of the Building and: (1) the damage to the Building requires that the entire Building be demolished prior to restoration; (2) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as estimated in the Damage Notice, and Landlord makes a good faith determination that restoring the Building would be uneconomical; or (3) the damage to the Building exceeds twenty-five percent (25%) of the replacement cost thereof, or to the Premises exceeds forty percent (40%) of the replacement cost thereof (in either case, excluding foundations and footings) and such damage occurs during the last two (2) years of the Term (a "**Late Term Casualty**"); then, in any such case, so long as

Landlord permanently terminates all other leases in the Building, Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. Notwithstanding anything to the contrary in this Section 15, if Landlord terminates this Lease as a result of a Late Term Casualty as described in clause (2) above, Tenant will have the right to nullify such termination by exercising its renewal rights pursuant and in accordance with the terms and conditions of Exhibit I within thirty (30) days after Tenant's receipt of Landlord's notice of termination.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty as and in accordance with the terms provided above (or if neither party has the right to terminate this Lease as a result of such Casualty), then Landlord shall, within a reasonable time after such Casualty, restore, replace or rebuild the Building, the Premises, the Building Common Areas, and any portion thereof affected by the Casualty (including the Base Building Work and the Tenant Improvements) as nearly as practicable to its value, condition, and character immediately prior to the Casualty (the "**Restoration**"); however, Landlord shall not be required to repair or replace any of Tenant's Property or property of others in the Premises or the Building.

(e) **Abatement of Rent.** If Landlord or Tenant exercises its right to terminate this Lease pursuant to this Section 15, all Rent will be apportioned as of the date the Lease is terminated, subject to abatement of all Rent from the date of the Casualty as hereinafter provided. If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenantable by the damage shall be abated on a reasonable basis from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be).

16. **Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against Tenant's Property placed by Tenant in the Premises or in or on the Building. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of Tenant's Property and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within thirty (30) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder.

17. **Events of Default.** Each of the following occurrences shall be an "**Event of Default**":

(a) **Payment Default.** Tenant's failure to pay Rent within five (5) Business Days after Tenant's receipt of Landlord's written notice that the same is past due;

(b) **Estoppel.** Tenant fails to provide any estoppel certificate after Landlord's written request therefor pursuant to Section 26(e), and such failure shall continue for ten (10) Business Days after Landlord's second (2nd) written notice thereof to Tenant (which second (2nd) written notice shall include the following, in all capitals and bold lettering: "TENANT'S FAILURE TO PROVIDE THE REQUESTED ESTOPPEL CERTIFICATE WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT BY TENANT");

(c) **Insurance.** Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 11(a), and such failure continues for more than ten (10) Business Days after Landlord's written notice to Tenant of such failure, which written notice shall include the following, in all capitals and bold lettering: "TENANT'S FAILURE TO PROVIDE THE REQUESTED EVIDENCE OF INSURANCE WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT BY TENANT";

(d) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of thirty (30) calendar days or more after Landlord has delivered to Tenant written notice thereof or, if such failure cannot be cured within thirty (30) calendar days, such longer period of time as is reasonably required to effectuate such cure so long as Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion; and

(e) **Insolvency.** The filing of a petition by or against Tenant (the term "**Tenant**" shall include, for the purpose of this Section 17(g), any guarantor of Tenant's obligations hereunder): (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed or stayed within ninety (90) calendar days after the filing thereof.

18. **Remedies.** Upon any Event of Default, Landlord shall have the right to take any one or more of the following actions:

(a) **Termination of Lease.** Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of: (1) all Rent accrued hereunder and remaining unpaid through the date of termination; (2) all amounts due under Section 19(a); and (3) an amount equal to (A) the total Base Rent and Additional Charges that Tenant would have been required to pay for the remainder of the Term, computed on the basis of the then current annual rate of Base Rent and Additional Charges and all fixed and determinable increases in Base Rent, which would have been payable from the date of such demand to the date when this Lease would have expired if it had not been terminated, discounted to present value at a per annum rate equal to the Prime Rate ("**Prime Rate**" shall be the per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Premises is located as such bank's prime or base rate) minus one percent (1%), minus (B) the then present fair rental value of the Premises for such period, similarly discounted. Upon payment of such liquidated and agreed final damages, Tenant shall be released from any further liability under this Lease with respect to the period after the date of such demand;

(b) **Termination of Possession.** Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event

Tenant shall remain liable to Landlord for: (1) all Rent and other amounts accrued hereunder to the date of termination of possession; (2) all amounts due from time to time under Section 19(a); and (3) all Rent and other net sums required hereunder to be paid by Tenant from the date of termination of possession through the remainder of the Term as same becomes due and payable, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all reasonable out-of-pocket costs incurred by Landlord in reletting the Premises, which amounts payable pursuant to this clause (3) shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Landlord's election to terminate Tenant's possession and continuing until the date on which the Term would have expired but for the Event of Default. If Landlord elects to proceed under this Section 18(b), Landlord may remove all of Tenant's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Except as hereinafter provided, Landlord shall have no obligation to mitigate its damages hereunder. Notwithstanding the foregoing, Landlord shall make commercially reasonable efforts to relet the Premises, taking into account the space then available or scheduled to become available for lease at the Building, it being understood that Landlord shall be entitled to let and attempt to let space available or scheduled to become available at the Building during the unexpired Term in preference to the Premises. Except to the extent that Landlord fails to satisfy the provisions of the immediately preceding sentence, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 18(b). If Landlord elects to proceed under this Section 18(b), it may at any time elect to terminate this Lease under Section 18(a);

(c) **Perform Acts on Behalf of Tenant.** Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) if such failure results in an Event of Default that continues after twenty (20) days from the date Landlord delivers a written notice to Tenant stating Landlord's intention to perform such obligation for the account and at the expense of Tenant, without being liable for any claim for damages therefor, and Tenant, within sixty (60) days after Landlord's demand, shall reimburse Landlord for any actual out-of-pocket expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and reasonable legal expenses), plus interest thereon at the Default Rate; or

(d) **No Consequential Damages.** Notwithstanding anything set forth in this Section 18 or otherwise in this Lease, except for Surrender Failure Damages (as defined in Section 22), in no event shall Tenant or Landlord be liable for consequential or punitive damages.

19. **Payment by Tenant; Non-Waiver; Cumulative Remedies.**

(a) **Payment by Tenant.** The amounts payable by Tenant under Sections 18(a) and 18(b) shall include all out-of-pocket costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Premises; (2) removing and storing Tenant's or any other occupant's property; (3) repairing and restoring the Premises to the condition required hereunder at the Expiration Date; (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including, to the extent same relate solely to the actual lease or leases which Landlord delivers for all or a portion of the Premises, brokerage commissions, cost of tenant finish work, architectural and legal fees, rent concessions, allowances, or other inducements granted to the replacement tenant, but only to the extent consistent with then market practices for Comparable Buildings, and only to the extent attributable to the then remaining Term of this Lease (without extension, or if the Lease has been extended, such further extension, as applicable) when all such items are amortized over the term of the lease to which they relate (i.e. the "overlap" period); (5) performing Tenant's obligations which Tenant failed to perform; and (6) enforcing Landlord's rights, remedies, and recourses arising out of the Event of Default. To the full extent permitted by Law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies.** Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity; (2) shall be cumulative; and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Landlord will have no recourse against any individual or entity comprising Tenant or any Affiliate of Tenant, or their respective officers, directors, agents, employees or representatives in connection with this Lease or the occupancy and use of the Premises by Tenant and any Affiliate of Tenant; rather, for the satisfaction of Landlord's remedies arising out of or related to this Lease, Landlord agrees to look solely to Tenant and any successor to Tenant.

20. **Waiver of Distraint.** Landlord waives all its right of distraint, if any, to any of Tenant's Property, and Landlord's right to enforce its landlord's lien on any of Tenant's Property. The provisions of this Section 20 are intended to apply to Landlord's common law right (if any) and statutory right of distraint or landlord's lien because of Tenant's failure to pay Base Rent or Additional Charges, but shall not impair or limit Landlord's other rights or remedies as set forth in this Lease.

21. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein substantially in the condition required to be maintained under this Lease, free of Hazardous Materials in violation of any applicable environmental Laws introduced by Tenant or any Tenant Party and placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation and Casualty damage, as to which Section 14 and Section 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Tenant may remove all Tenant's Property placed in the Premises or elsewhere in the Building by Tenant. Additionally, Tenant shall (not later than thirty (30) days after the expiration or earlier termination of the Lease) remove such Non-Standard Alterations, Tenant's Signage, and Tenant's Property (including Tenant's Off-Premises Equipment) as may be required as set forth elsewhere in this Lease. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord at Tenant's cost without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure. The provisions of this Section 21 shall survive the expiration or earlier termination of the Lease.

22. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term, Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over: (a) Tenant shall pay, in addition to the other Rent, (i) during the first (1st) two (2) months of any holding over by Tenant, Base Rent equal to one hundred twenty-five percent (125%) of the Base Rent payable during the last month of the Term, and (ii) during the following two (2) months of any holding over by Tenant, Base Rent equal to one hundred fifty percent (150%) of the Base Rent payable during the last month of the Term, (iii) during the following two (2) months of any holding over by Tenant, Base Rent equal to one hundred seventy-five percent (175%) of the Base Rent payable during the last month of the Term; and (iv) during any holding over by Tenant beyond the first (1st) six (6) months thereof, Base Rent equal to two hundred percent (200%) of the Base Rent payable during the last month of the Term; and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. Notwithstanding the foregoing, Tenant shall be entitled to hold over for one (1) month after the expiration of the Term at a Base Rent equal to the Base Rent payable during the last month of the Term, so long as Tenant has given Landlord written notice of Tenant's intent to so hold over at least sixty (60) days prior to the expiration of the Term. The provisions of this Section 22 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at Law. If Tenant fails to surrender the Premises within sixty (60) days after the expiration or earlier termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all loss, costs (including reasonable attorneys' fees, disbursements and court costs) and liability resulting from any third-party claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom (collectively, "**Surrender Failure Damages**"). Notwithstanding anything contained in this Lease to the contrary, the failure by Tenant to repair or restore the Premises upon the expiration or earlier termination of the Term as required under this Lease shall in no event be considered a "holdover"

by Tenant requiring Tenant to pay holdover damages as provided in this Section 22. The provisions of this Section 22 shall survive the expiration or sooner termination of this Lease.

23. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights (but subject to the terms and conditions of this Lease):

(a) **Building Operations.** To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building (excluding within the Premises, except as hereinafter provided) and the Land, or any part thereof; to enter upon the Premises to the extent reasonably necessary for the performance of the foregoing affecting areas other than the Premises (after giving Tenant at least forty-eight (48) hours' prior written notice thereof, except in cases of real or apparent emergency, in which case no notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities (subject to Section 7(f) hereof); to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building (provided same does not prevent public access to the Conference Center Space during any public meeting held therein, except as otherwise provided elsewhere in this Lease);

(b) **Security.** To take such reasonable security measures as Landlord deems advisable (provided, however, that any such security measures are for Landlord's own protection, and Tenant acknowledges that Landlord is not a guarantor of the security or safety of any Tenant Party and that such security matters are the responsibility of Tenant); including evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after Normal Business Hours and on Sundays and Holidays, subject, however, to Tenant's right to enter when the Building is closed after Normal Business Hours under such reasonable regulations as Landlord may prescribe from time to time (provided that, subject to Landlord's reasonable approval, Tenant shall be entitled, at its sole cost, to install its own security systems for the Premises, which shall be located within the Premises and which shall not interfere with the Building's Systems; provided, however, that Tenant shall have the right to interface its security systems with the Building's security system; and provided further that the foregoing shall not allow Landlord to materially restrict (except as otherwise provided elsewhere in this Lease) Tenant's right and ability to host public meetings within the Conference Center Space after Normal Business Hours or to grant access to the public regarding same);

(c) **Repairs and Maintenance.** To enter the Premises at all reasonable hours upon prior written notice to Tenant (not less than 48 hours, except in the case of an emergency or such timeframe is waived by Tenant) to perform Landlord's repair and maintenance obligations and to exercise Landlord's rights under the Lease, provided that Landlord shall use commercially reasonable efforts to avoid interfering with Tenant's use of the Premises and the conduct of its business;

(d) **Prospective Purchasers and Lenders.** To enter the Premises during Normal Business Hours, and after reasonable prior written notice to Tenant (not less than 48 hours) to show the Premises to prospective purchasers or lenders, provided that Landlord shall use

commercially reasonable efforts to avoid interfering with Tenant's use of the Premises and the conduct of its business; and

(e) **Prospective Tenants**. At any time during the last twelve (12) months of the Term, after reasonable prior written notice to Tenant (not less than 48 hours) or at any time following the occurrence of an Event of Default, to enter the Premises during Normal Business Hours to show the Premises to prospective tenants. In the case of any entry into the Premises by Landlord and prospective tenants, purchasers or lenders pursuant to Sections 23(a), (c), (d) and (e), Landlord shall use good faith efforts to avoid interfering with Tenant's use of the Premises and Tenant's conduct of business.

24. **Self-Help**.

(a) Provided that this Lease is then in full force and effect and Tenant is not in a Monetary Event of Default or Material Non-Monetary Event of Default, subject to the notice requirements set forth below, in the event Tenant advises Landlord in writing that Tenant claims Landlord has failed to perform its obligations under this Lease (i) with respect to the repair and maintenance within the Premises (which, for purposes of this Section 24, shall include exterior windows) or a mechanical area in any other part of the Building outside the Premises which services the Premises (provided that Tenant's exercise of its self-help rights under this Section 24 does not materially affect service to any other portions of the Building), or (ii) to cause the Market Street Lobby Elevator/Escalator to be operational and available for use in accordance with Section 7(a)(iv) hereof ("**Conference Center Access Obligations**"), or (iii) to furnish pedestrian public access to the second (2nd) floor main lobby and ground floor of the Building from Market Street in a manner that is compliant with all applicable Laws, including the Disabilities Acts, or (iv) to cause at least one (1) Building elevator providing access to all floors of the Premises to be operational at all times, or (v) to cause Landlord's Generator to be in operational (collectively, the "**Landlord Performance Obligations**"), Tenant shall have the right to remedy such Landlord failure, provided that such failure by Landlord of the Landlord Performance Obligations adversely affects Tenant's ability to conduct Tenant's normal business operations in the Conference Center Space or on at least one (1) entire floor of the Building within the Premises. Tenant's rights under this Section 24 shall be personal to the original named Tenant (i.e., New Jersey Transit Corporation) and its Permitted Transferees.

(b) Tenant's right to remedy the foregoing Landlord Performance Obligations shall (x) arise immediately in case of an emergency whereby Tenant reasonably believes, in good faith, there is (i) imminent threat of physical injury to persons or (ii) imminent threat of damage (other than a de minimis nature) to property that reasonably mandates an immediate response, and (y) in all other cases arise only after Tenant shall have first delivered to Landlord written notice of such failure as set forth below. If Landlord fails to remedy a failure (x) within five (5) days, in the case of a failure to perform the Conference Center Access Obligations; or (y) within thirty (30) days, in the case of a failure to perform any Landlord Performance Obligations other than Conference Center Access Obligations; in either case within the applicable number of days after delivery of Tenant's notice, Tenant may deliver a second written notice of such failure to Landlord in bold print stating: "LANDLORD HAS FAILED TO PERFORM LANDLORD PERFORMANCE OBLIGATIONS UNDER SECTION 24 OF THE LEASE. IF LANDLORD

FAILS TO COMMENCE TO REMEDY LANDLORD'S FAILURE OF SUCH LANDLORD PERFORMANCE OBLIGATIONS WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE OF LANDLORD'S RECEIPT OF THIS NOTICE, TENANT INTENDS TO EXERCISE ITS RIGHT OF SELF-HELP UNDER SECTION 24 OF THE LEASE," and if Tenant delivers such second notice and Landlord fails to commence such remedy within such five (5) Business Day period, and thereafter diligently and continuously pursue such remedy, then Tenant shall immediately have the right to remedy such failure as provided above. Notwithstanding the time periods described above, Landlord shall use good faith efforts to commence curing its failure to perform the Landlord Performance Obligations in question as soon as commercially practicable. If Tenant, having the right to do so under this Section 24(b), performs any of Landlord's Performance Obligations, Landlord shall pay to Tenant its reasonable out-of-pocket costs of performance within thirty (30) days after a statement is given to Landlord of the amount of such costs and the parties to which such payments have been made. If Landlord fails to pay to Tenant the amounts owed pursuant to the prior sentence within the time period provided, Tenant shall have the right, if such failure continues for more than five (5) Business Days after Tenant has given Landlord a second notice of such failure to pay such amounts, to offset the amount owed to Tenant against the Base Rent thereafter payable under this Lease.

25. **Hazardous Materials.**

(a) During the Term of this Lease, Tenant shall comply with all Environmental Laws (as defined in Section 25(k) below) applicable to the operation or use of the Premises, and will use commercially reasonable efforts to cause all Tenant Parties to comply with all such Environmental Laws and all insurance requirements.

(b) Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials (as defined in Section 25(k) hereof) on the Premises, or the Building, or transport or permit the transportation of Hazardous Materials to or from the Premises or the Building except for cleaning products and office supplies used or stored at the Premises or other Hazardous Materials used in connection with the routine operation and maintenance of the Premises, and in compliance with all applicable Environmental Laws.

(c) At any time and from time to time during the Term of this Lease, Landlord may perform, at Landlord's sole cost and expense (except as hereinafter provided), an environmental site assessment report concerning the Premises, prepared by an environmental consulting firm chosen by Landlord, which report may indicate the potential cost of any Removal or Remedial Actions (as hereinafter defined), or other action required to ensure that any Hazardous Materials on the Premises are in compliance with Environmental Laws. Landlord may request that Tenant provide access to the Premises for Landlord and its agents to undertake such an assessment. Such request shall be made in writing at least five (5) Business Days before such requested access. Tenant shall not unreasonably withhold, condition or delay its consent to such a request. During any such access, Landlord and its agents shall use commercially reasonable efforts to avoid disruption of any Tenant Party's use and occupancy of the Premises. No environmental sampling shall be conducted by Landlord or its agents in connection with any such assessment or access without Tenant's written permission, which shall not be unreasonably

withheld, conditioned or delayed. In the event such assessment indicates that Tenant is in default in any material manner with Tenant's obligations under Section 25(a) or 25(b), the reasonable cost of such assessment shall be due and payable by Tenant within sixty (60) days of receipt of an invoice therefor.

(d) Upon its actual knowledge thereof, each of Landlord and Tenant will immediately advise the other in writing of any of the following: (1) any pending or threatened Environmental Claims (as defined in Section 25(k) below) against Tenant relating to the Premises or the Complex; (2) any condition or occurrence on the Premises or the Complex that (a) results in noncompliance by Tenant with any applicable Environmental Law or insurance requirement, or (b) could reasonably be anticipated to form the basis of an Environmental Claim against Tenant or Landlord or the Premises; (3) any condition or occurrence on the Premises that is reasonably anticipated to cause the Premises to be subject to any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (4) the actual or anticipated taking of any Removal or Remedial Action in response to the actual or alleged presence of any Hazardous Material on the Premises or the Complex. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or Removal or Remedial Action and the actual or anticipated response thereto. In addition, Tenant will provide Landlord with copies of all communications regarding the Premises with any governmental agency relating to Environmental Laws and reports of any Environmental Claims regarding the Premises as may reasonably be requested by Landlord.

(e) Tenant will not change or permit to be changed the use of the Premises for any use that is not the Permitted Use without Landlord's consent.

(f) (1) Tenant agrees to indemnify, defend and hold harmless Landlord and all Landlord Parties and Landlord's Mortgagees from and against any and all obligations (including **"Removal' actions and 'Remedial' actions"** (both defined for purposes of this Section 25 to have the meaning given to those terms in any Environmental Law)), losses, claims, suits, judgments, liabilities, penalties, damages, costs and expenses (including reasonable attorneys' and reasonable consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such Landlord Parties and/or Landlord's Mortgagees and directly or indirectly based on, or arising or resulting from (a) an Environmental Claim arising after the Rent Commencement Date for the applicable Premises Portion to which the Environmental Claim pertains, relating to the actual or alleged presence of Hazardous Materials on, in, under, above, or about the Building, Land, or Premises which is caused by Tenant or a Tenant Party and (b) any Environmental Claim arising after the Rent Commencement Date for the applicable Premises Portion to which the Environmental Claim pertains, relating in any way to Tenant's operation or use of the Premises (collectively, **"Landlord Hazardous Materials Indemnified Matters"**).

(2) Landlord agrees to indemnify, defend and hold harmless Tenant and any and all Tenant Parties from and against any and all obligations (including Removal actions and Remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages, costs and expenses, including reasonable attorneys' and reasonable consultants' fees and expenses, of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against

Tenant or any Tenant Party and directly or indirectly based on, or arising or resulting from (a) an Environmental Claim relating to the actual or alleged presence of Hazardous Materials on, in, under, above, or about the Building, Land, or Premises prior to the Lease Date; (b) an Environmental Claim relating to the actual or alleged presence of Hazardous Materials on, in, under, above, or about the Building, Land, or Premises on or after the Lease Date to the extent directly or indirectly caused, permitted or exacerbated by Landlord Parties, Landlord Mortgagees, or Landlord's agents, employees, contractors, invitees, or other tenants of the Building; (c) the generation, manufacture, refining, transportation, treatment, storage, handling and/or disposal of Hazardous Materials on, in, under, above, or about the Building, Land, or Premises by Landlord or Landlord's agents, employees, contractors, invitees, or other tenants; and (d) any Environmental Claim relating in any way to Landlord Parties' or Landlord Mortgagees' operation or use of the Building, Land, or Premises (collectively, "**Tenant Hazardous Materials Indemnified Matters**").

(g) To the extent that the undertaking in Section 25(f) may be unenforceable because it is violative of any law or public policy, Tenant or Landlord, as the case may be, will contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of either (i) all Landlord Hazardous Materials Indemnified Matters incurred by the applicable Landlord Party or Landlord's Mortgagee or (ii) all Tenant Hazardous Materials Indemnified Matters incurred by the applicable Tenant Party.

(h) All sums paid and costs incurred by a Landlord Party or a Tenant Party, as the case may be, with respect to any Landlord Hazardous Materials Indemnified Matter or Tenant Hazardous Materials Indemnified Matter shall bear interest at the Default Rate from the date so paid or incurred until reimbursed by the applicable party as required by Section 25(f), and all such sums and costs shall be immediately due and payable on demand.

(i) (1) Except as specifically set forth below, Tenant agrees that it shall, at its sole cost and expense, fulfill, observe and comply with all of the requirements of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., and any amending and/or successor legislation and/or regulations thereto (the "**Act**"), and all rules, regulations, opinions, orders and directives issued or promulgated in connection with the Act by the New Jersey Department of Environmental Protection, as the same may be amended or substituted from time to time, to the extent such fulfillment, observance or compliance is required because Tenant's business or use of the Premises constitutes an Industrial Establishment regulated under ISRA as defined in N.J.A.C. 7:26B-1.4 or any successor regulation. (The Act and all of said rules, regulations, ordinances, opinions, orders and directives, as the same may be amended from time to time, and any amending and/or successor legislation and/or regulations thereto, are hereinafter collectively referred to as "**ISRA**"). Without limiting the generality of the foregoing, upon the written request of Landlord or the occurrence of a "Triggering Event" caused by Tenant as defined in N.J.A.C. 7:26B-3.2 or any successor regulation, Tenant agrees to cooperate at no cost to Tenant with Landlord in obtaining evidence of compliance with ISRA. Specifically in that regard, Tenant agrees that it shall (i) to the extent true, execute and deliver any affidavits, applications or other documents required by Landlord, (ii) allow inspections and testing of the Premises upon at least forty-eight (48) hours prior written notice, and (iii) perform any requirement reasonably requested by Landlord as is necessary for compliance with ISRA at Landlord's expense.

(2) Tenant represents and warrants to Landlord that it will conduct its operations at the Premises at all times during the Term of the Lease so that it is not deemed to be operating an Industrial Establishment within the Premises or so as to qualify for the exemption from the provisions of ISRA set forth in N.J.A.C. 7:26B-2.1(b)2, or any successor regulation exempting administrative offices from the provisions of the Act (the “**Office Exemption Regulation**”). Tenant covenants and agrees that it will not conduct its business or operations on the Premises in a way which will cause the Premises to become an Industrial Establishment during the Term of this Lease.

(3) Notwithstanding anything herein to the contrary, in the event the Premises are determined to be an Industrial Establishment by NJDEP based on Tenant’s use and occupancy of the Premises during the Term of this Lease, then Tenant shall be solely responsible for any ISRA compliance pertaining to the Premises required due to the Premises becoming an Industrial Establishment hereunder; provided, however, that Tenant shall not be liable for the costs of any clean-up of Hazardous Materials at the Premises or the Building except to the extent generated, used, treated, stored, handled, released or disposed of by Tenant or any Tenant Party.

(j) Tenant’s and Landlord’s respective obligations and liabilities under Sections 25(f) and 25(i) shall survive (i) the expiration or earlier termination of this Lease, even if Tenant acquires title to the Premises, (ii) any longer period during which Landlord remains responsible or liable for any “**Release**” (defined for purposes of this Section 25 to have the meaning given to that term in any Environmental Law) or threat of Release of Hazardous Materials at the Premises arising from Tenant’s use of the Premises or any violations of Environmental Laws arising from or associated with Tenant’s use of the Premises; and (iii) any longer period during which Tenant is responsible or liable for any Release or threat of Release of Hazardous Materials at the, Land, or Premises arising from Landlord’s ownership, use, or operation of any such areas or any violations of Environmental Laws arising from or associated with Landlord’s ownership, use, or operation of any such areas.

(k) (1) “**Hazardous Materials**” means: (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; (ii) any substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (iii) any other substance the exposure to which is regulated by any governmental authority; (2) “Environmental Law” means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C.

§§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; ISRA; the New Jersey Spill Compensation and Control Act, N.J.S.A. §§ 58:10-23.11 et. seq.; (3) “**Environmental Claims**” means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any permit issued pursuant to any Environmental Law, including without limitation (i) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, Removal actions or Remedial actions, “**Response’ actions**” (defined for purposes of this Section 25 to have the meaning given to that term in any Environmental Law), other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

(l) Landlord has provided Tenant with full and complete copies of those certain environmental reports and materials described in Exhibit T attached hereto and made a part hereof (collectively, the “**Environmental Reports**”). The provision of the Environmental Reports by Landlord to Tenant is as an accommodation to Tenant, and Landlord makes no representation or warranty to Tenant that the information contained in the Environmental Reports is accurate or complete. Landlord represents to and covenants with Tenant that, as of the Lease Date, (i) Landlord is not in possession of any written reports or materials other than the Environmental Reports concerning the existence of Hazardous Materials located in, on or about the Premises, the Building or the Project, and (ii) except as set forth in the Environmental Reports, Landlord has not received notice and has no actual knowledge of: (A) unlawful quantities of Hazardous Materials in the Premises, the Building or the Project other than cleaning materials and similar materials customarily used in the operation of office buildings in amounts which do not exceed the allowances in applicable Environmental Laws; (B) any suit, action or other proceeding or governmental investigation pending regarding any possible violation of Environmental Laws regarding the Premises, the Building or the Project; and (C) ISRA being applicable to the Premises, the Building or the Project.

26. **Miscellaneous.**

(a) **Landlord Transfer.** Subject to the terms hereof, Landlord may transfer any portion of the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes Landlord’s liabilities and obligations hereunder in writing. Notwithstanding the foregoing, Landlord shall not (a) complete a transfer or sale of its interest in all or a portion of the Premises, (b) complete a transfer or sale of a Landlord Controlling Interest (as defined below), or (c) assign its interest in this Lease (other than a collateral assignment of this Lease in connection with a financing) (any of the foregoing, a “**Building Transfer**”), prior to the Substantial Completion of the Landlord’s Work, unless, at the time of such Building Transfer Landlord executes and delivers to Tenant a commercially reasonable guarantee of Landlord’s obligation to complete Landlord’s Work pursuant to this Lease given by a reasonably creditworthy Affiliate (considering the estimated cost of the then-

uncompleted Landlord's Work) of the Onyx Equities Group reasonably acceptable to Tenant, and also transfers to Tenant all warranties theretofore issued to Landlord in connection with Landlord's Work. The direct or indirect, sale or transfer of more than fifty percent (50%) (in the aggregate) of the ownership interest in Landlord in one (1) or more transactions or the transfer of the power to direct or cause the direction of the management and policies of Landlord by contract or otherwise (a "**Landlord Controlling Interest**") shall be deemed to be an assignment of this Lease for the purposes of the immediately preceding sentence.

(b) **Landlord's Liability.** The liability of Landlord (and any Landlord Party) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord (or any Landlord Party) under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises or other areas of the Building or the Complex shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building and the rents therefrom, and Landlord (and all Landlord Parties) shall not be personally liable for any deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Building.

(c) **Force Majeure.** Other than for a party's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any actual delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions (including but not limited to those relating to pandemics), action or inaction by any tenant or other occupant of the Building, or any other causes of any kind whatsoever which are beyond the reasonable control of such party (each, an "**Event of Force Majeure**").

(d) **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than as set forth in the Basic Lease Information. Each party shall indemnify, defend and hold harmless the other from and against any and all costs, expenses, attorneys' fees and disbursements, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party. The foregoing indemnity shall survive the expiration or earlier termination of the Lease. Landlord agrees to pay any commission owing to the brokers (Savills, Inc., and Jones Lang LaSalle) identified in the Basic Lease Information in accordance with a separate agreement or agreements with such brokers.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within thirty (30) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise reasonably required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Building, the initial form of estoppel certificate to be signed by Tenant is attached hereto as Exhibit F.

(f) **Notices.** All notices and other communications given pursuant to this Lease

shall be in writing and shall be: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information; (2) hand delivered to the intended addressee; (3) sent by a nationally recognized overnight courier service; or (4) sent by email during Normal Business Hours followed by a copy of such notice sent in another manner permitted hereunder. All notices shall be effective upon the earlier to occur of actual receipt, immediately upon receipt of email notice, one (1) Business Day following deposit with a nationally recognized overnight courier service, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Separability**. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; Binding Effect**. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by such party, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee and any of Tenant's permitted assigns, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment**. Provided Tenant has performed its obligations hereunder in all material respects, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance, molestation or ejection from Landlord, any Landlord Party, or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease. Subject to all applicable Laws and the terms and provisions of this Lease, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

(j) **No Merger**. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(k) **No Offer**. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(l) **Entire Agreement**. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations,

warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(m) **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(n) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(o) **Recording.** Tenant shall not record this Lease, provided that, simultaneously with the execution and delivery of this Lease, Landlord and Tenant shall execute and acknowledge in recordable form a memorandum of lease in the form attached hereto as Exhibit S and made a part hereof (the "**Lease Memorandum**"), which Tenant shall be entitled, at its sole cost and expense, to record in the Essex County Register's Office (the "**Recording Office**"). Upon the expiration or sooner termination of this Lease, Tenant shall, at Tenant's expense, execute and acknowledge, and deliver to Landlord, in recordable form reasonably satisfactory to Landlord, a discharge of memorandum of lease (the "**Discharge**") sufficient to remove of record the Lease Memorandum upon recording thereof in the Recording Office (which recording Landlord, at Landlord's sole cost and expense, shall be entitled to effectuate upon receipt of such Discharge).

(p) **Joint and Several Liability.** If Tenant is comprised of more than one (1) party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(q) **Landlord's Fees.** Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within sixty (60) days after Landlord's delivery to Tenant of a statement of such costs and reasonable supporting documentation, provided Tenant may dispute such costs within ten (10) Business Days of receipt of such statement and documentation (but Tenant shall pay such costs pending resolution of any such dispute). Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(r) **Telecommunications.** Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and

operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

(s) **Arbitration**. In any case in which this Lease expressly provides that a matter is to be determined by arbitration, such arbitration shall be conducted in a binding arbitration proceeding conducted in Essex County, New Jersey under the Commercial Arbitration Rules of the American Arbitration Association (the "**AAA**") (or its successor) and administered pursuant to the Expedited Procedures provisions thereof and in accordance with the procedures set forth in this Section 26(s). Unless otherwise expressly provided in this Lease, the party requesting arbitration shall do so by giving notice to that effect to the other party, specifying in said notice the nature of the dispute, and that said dispute shall be determined by a panel of up to three (3) arbitrators in accordance with this Section 26(s). Landlord and Tenant shall each appoint their own impartial arbitrator within ten (10) days after the giving of notice by either party. If either Landlord or Tenant shall fail timely to appoint an arbitrator, the appointed arbitrator shall select the second arbitrator, who shall be impartial, within five (5) days after such party's failure to appoint. The arbitrators so appointed shall meet and shall, if possible, determine such matter within five (5) days after the second arbitrator is appointed and their determination shall be binding on the parties. If for any reason such two arbitrators fail to agree on such matter within such period of five (5) days, then either Landlord or Tenant may request the AAA to appoint an arbitrator who shall be impartial within seven (7) days of such request, and both parties shall be bound by any appointment so made within such seven (7) day period. Within seven (7) days after the third arbitrator has been appointed, each of the first two arbitrators shall submit their respective determinations to the third arbitrator who must select one or the other of such determinations (whichever the third arbitrator believes to be correct or closest to a correct determination) within seven (7) days after the first two arbitrators shall have submitted their respective determinations to the third arbitrator, and the selection so made shall in all cases be binding upon the parties, and judgment upon such decision may be entered into any court having jurisdiction. In the event of the failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days as hereinbefore provided. The third arbitrator shall, within thirty (30) days, schedule a hearing where the parties and their advocates shall have the right to present evidence, call witnesses and experts and cross-examine the other party's witnesses and experts. The third arbitrator shall then make a decision within thirty (30) days of such hearing. Each party shall pay the fees and expenses of their respective arbitrator and the losing party shall pay the fees and expenses of the third arbitrator, if any, acting under this Section 26(s). Each arbitrator shall subscribe and swear to an oath fairly and impartially to determine such dispute. Each arbitrator shall be experienced in the issue with which the arbitration is concerned and shall have been actively engaged in such field

for a period of at least ten (10) years before the date for his or her appointment hereunder. Each arbitrator shall apply the laws of the State of New Jersey, without giving effect to any principles of conflicts of laws.

(t) **Authority.** Each party (if a corporation, partnership or other business entity) hereby represents and warrants to the other party that (i) the first party (A) is a duly formed and existing entity qualified to do business in the state in which the Premises are located, and (B) has full right and authority to execute and deliver this Lease, and (ii) each person signing on behalf of the first party is authorized to do so.

(u) **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission or electronic mail in portable document format (PDF), the same of which shall be treated as originals. This Lease is submitted to Tenant on the understanding that it shall not be considered an offer and shall not bind Landlord in any way until executed as set forth above.

(v) **No Waiver of Sovereign Immunity.** Notwithstanding anything to the contrary, Landlord acknowledges that, in entering into this Lease, Tenant does not waive any sovereign immunity rights to which it is entitled under applicable Laws, except as expressly provided in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and this Lease is not intended, and shall not be deemed to, expand such waiver in any manner, and provided that Landlord shall under no circumstances argue or assert for any expansion of such waiver in any manner during the course of any claim, dispute or proceeding arising under this Lease.

(w) **Tort Claims and Contractual Liability Acts.** All potential liability of Tenant hereunder shall be subject to the applicable provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

(x) **Availability of Funds.** Pursuant to N.J.S.A. 27:25-17, any and all debts, expenses, or obligations incurred by Tenant shall be payable only from funds available to Tenant, and no liability or obligation shall be incurred by Tenant beyond the extent to which monies are available. Landlord acknowledges that the source of funds for payment of all amounts due and owing or scheduled to become due and owing from Tenant to Landlord hereunder does not constitute a debt, pledge of the faith, credit, or taxing power, or any other pledge of the State of New Jersey or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. Tenant has no taxing power. Landlord has no taxing power, nor any other right to have taxes levied or to compel appropriations by the New Jersey legislature for any payment of any amounts due and owing or scheduled to become due and owing from Tenant to Landlord hereunder. Landlord acknowledges that the source of funds for payment of all amounts due and owing or scheduled to become due and owing from Tenant to Landlord hereunder is subject to the availability of funds appropriated to Tenant by the New Jersey state legislature and approved by the Governor of the State of New Jersey (including funds available pursuant to executive authorization in accordance with appropriations theretofore made by the New Jersey state legislature).

(y) **OFAC.** Landlord represents, warrants and covenants that neither Landlord nor any of its direct partners, officers, directors, members or shareholders (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant the Order and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (b) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (c) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State; (d) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (e) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 6001-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order; (f) is engaged in activities prohibited in the Orders; or (g) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(z) **Landlord's Representations; Permitted Encumbrances.** In order to induce Tenant to enter into this Lease, Landlord makes the following representations: (i) as of the Lease Date, Landlord has fee simple title to the Premises free of any liens, encumbrances, or restrictions other than as set forth in Exhibit R attached hereto (the "**Permitted Encumbrances**"); (ii) to Landlord's actual knowledge, as of the Lease Date, (A) there exists no actual, contemplated, or threatened (in writing), condemnation of the Building or any part thereof, (B) there exists no actual, contemplated, or threatened assessment or re-assessment with respect to the Building, (C) there are no pending tax appeals relating to the Premises or the Building, (D) the Building's Systems are in working order, (E) there is a valid, effective certificate of occupancy for the Building, (F) Landlord is not in default of its obligations, if any, under the Permitted Encumbrances, and (G) Landlord has not received any written notice that the Building is in violation of any applicable Laws (except relating to any violations that have been cured since receipt of such notice), and (H) Landlord has complied with all applicable Laws, including but not limited to the requirements of Exhibit U attached hereto (the "**Compliance Requirements**"). Landlord further agrees to comply with the Compliance Requirements (to the extent in existence and applicable to Landlord), including responding promptly to any notifications from applicable governmental authorities of alleged noncompliance (and Landlord shall be entitled to challenge any such alleged noncompliance in good faith and negotiate with the applicable governmental authorities for measures acceptable to Landlord and such governmental authority to address or cure such alleged noncompliance, including but not limited to paying fines or penalties assessed with respect thereto; it being understood and agree that Landlord shall not be in default of its obligations under this Lease so long as it promptly responds in good faith to any such notification

and proceeds with the actions described above in this parenthetical).

(aa) **Attorneys' Fees.** If either party brings an action or other proceeding to enforce or interpret any of the terms of this Lease, the non-prevailing party shall pay the reasonable attorneys' fees and costs incurred by the prevailing party in such action or proceeding.

(bb) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

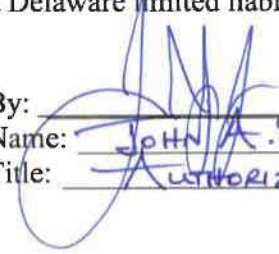
Exhibit A - Outline of Premises
Exhibit B - Description of the Land
Exhibit C - Additional Rent, Taxes, Insurance and Utilities
Exhibit D - Work Letter
Exhibit E - Building Rules and Regulations
Exhibit F - Form of Tenant Estoppel Certificate
Exhibit G - Janitorial Specifications
Exhibit H - Construction Guidelines - Required Vendor/Contractor List
Exhibit I - Renewal Options
Exhibit J - Tenant's Generator
Exhibit K - Rooftop Equipment
Exhibit L - Termination Option
Exhibit M - Right of First Offer/Right of First Refusal
Exhibit N - Tenant's Signage
Exhibit O - Approved SNDA Form
Exhibit P - Intentionally Omitted
Exhibit Q - Sale of Building
Exhibit R - Permitted Encumbrances
Exhibit S - Form of Memorandum of Lease
Exhibit T - Environmental Report
Exhibit U - Compliance Requirements

SIGNATURE PAGE FOLLOWS

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

LANDLORD:

TWO GATEWAY CENTER PROPERTY
OWNER, LLC,
a Delaware limited liability company

By: 
Name: JOHN A. SARACENO, JR.
Title: AUTHORIZED SIGNATORY

TENANT:

NEW JERSEY TRANSIT CORPORATION,
an instrumentality of the State of New Jersey

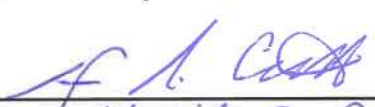
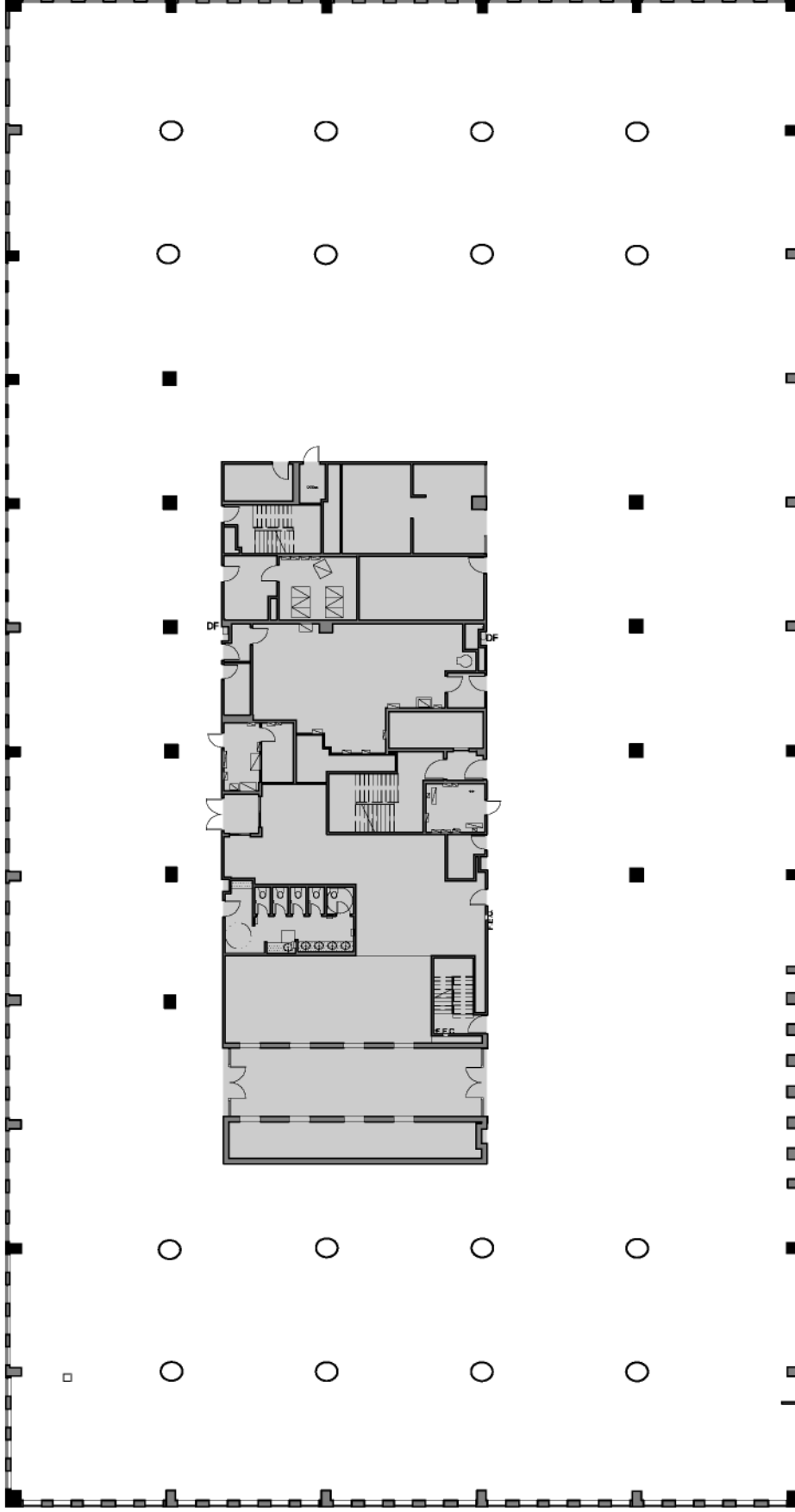
By: 
Name: KEVIN S. CORBETT
Title: PRESIDENT & CEO

EXHIBIT A
OUTLINE OF PREMISES

See attached plans

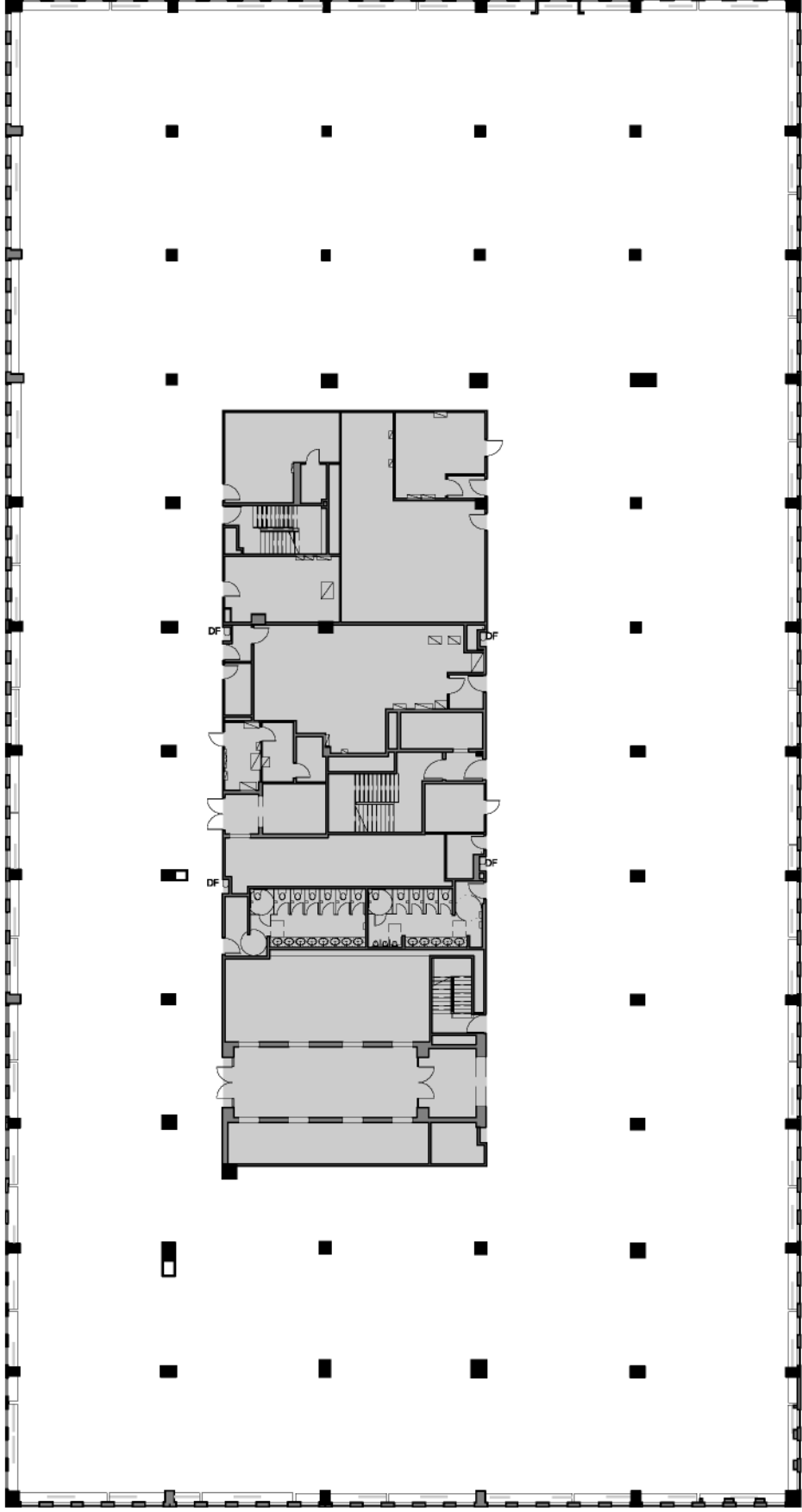


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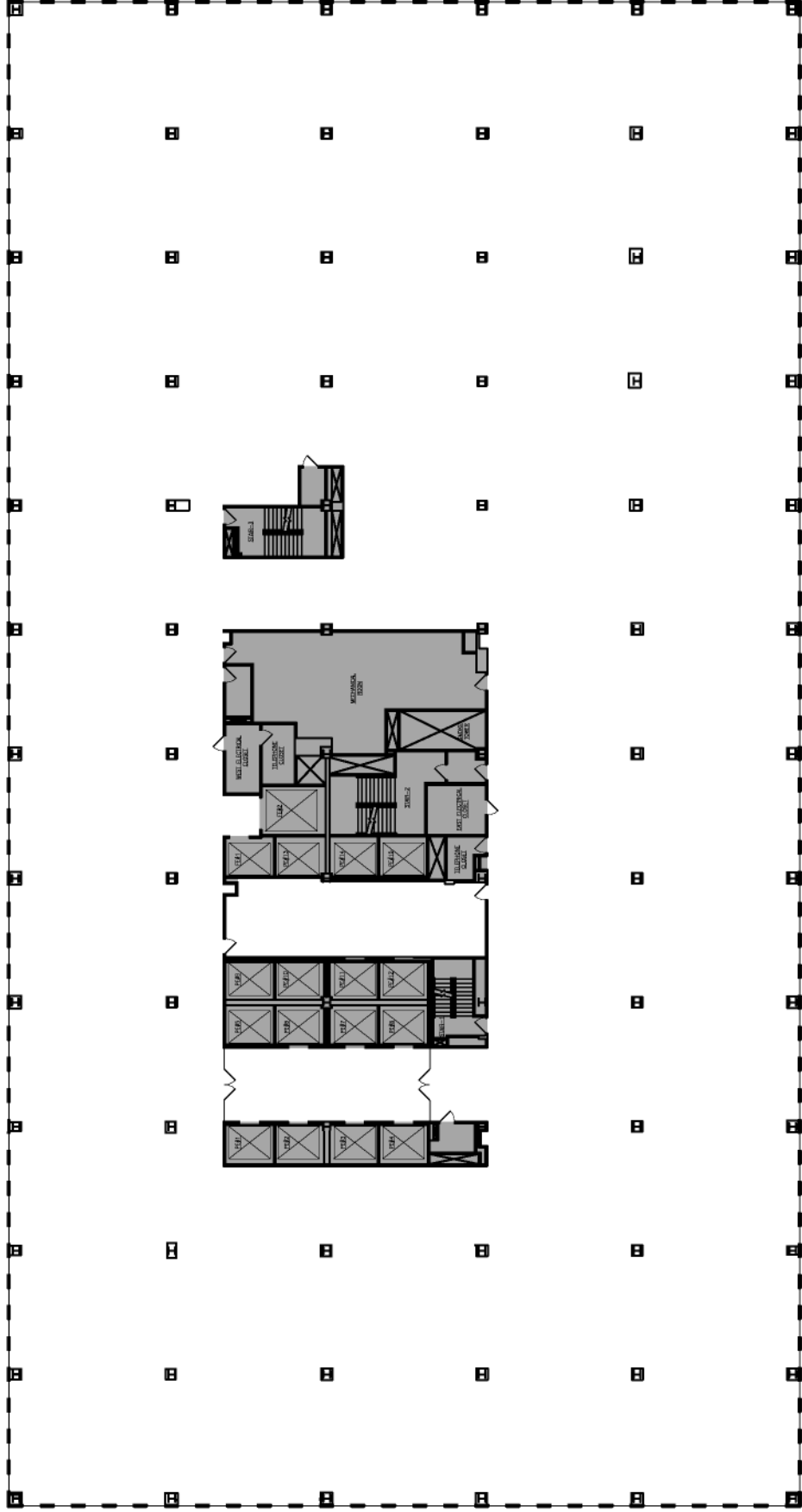


LEASE EXHIBIT

2 GATEWAY PLAZA, 6TH FLOOR
NEWARK, NEW JERSEY



LEASE EXHIBIT
2 GATEWAY PLAZA, 7TH FLOOR
NEWARK, NEW JERSEY

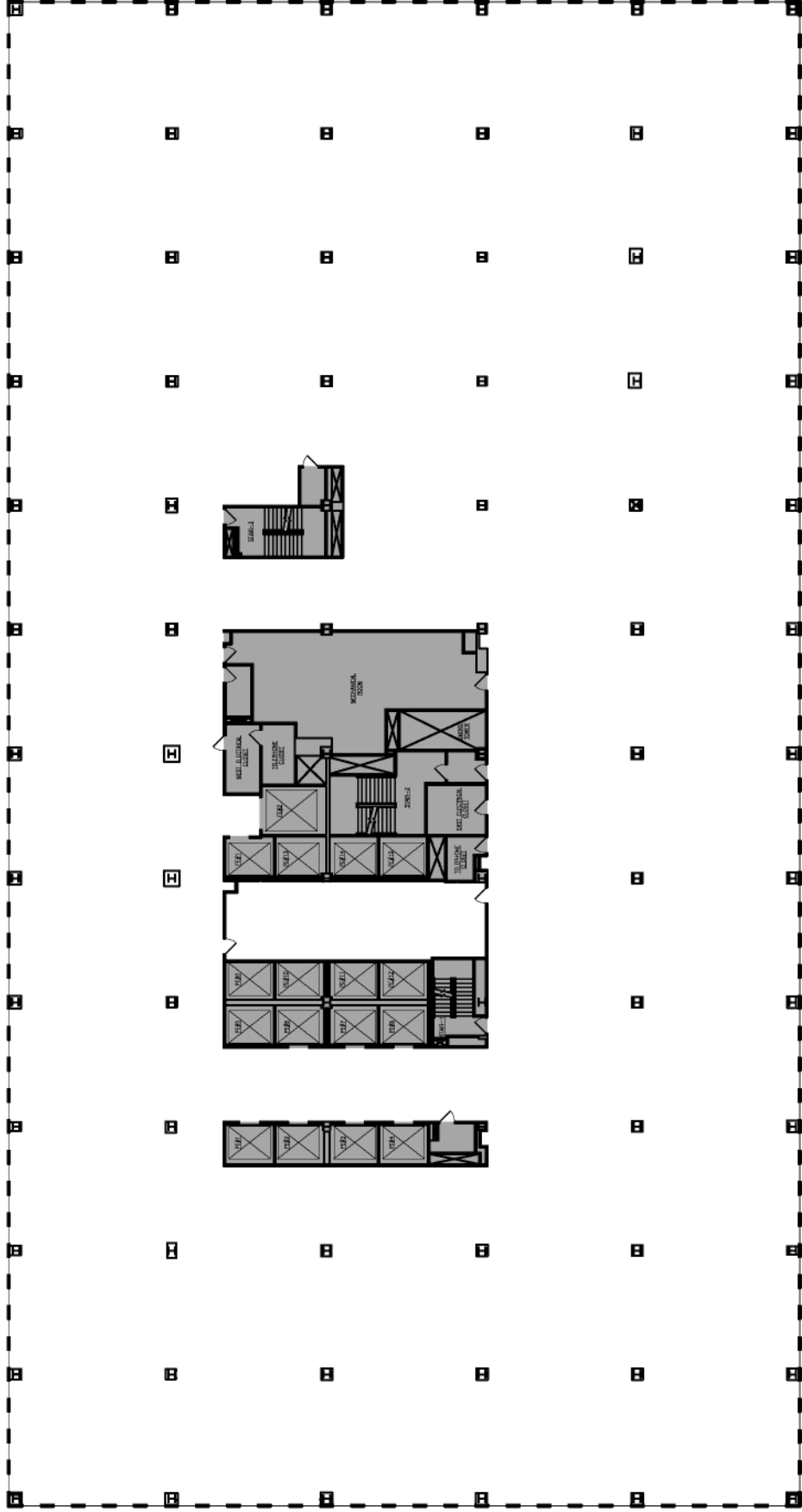


1/32" = 1'-0"



LEASE EXHIBIT

2 GATEWAY PLAZA, 8TH FLOOR
NEWARK, NEW JERSEY



1/32"=1'-0"

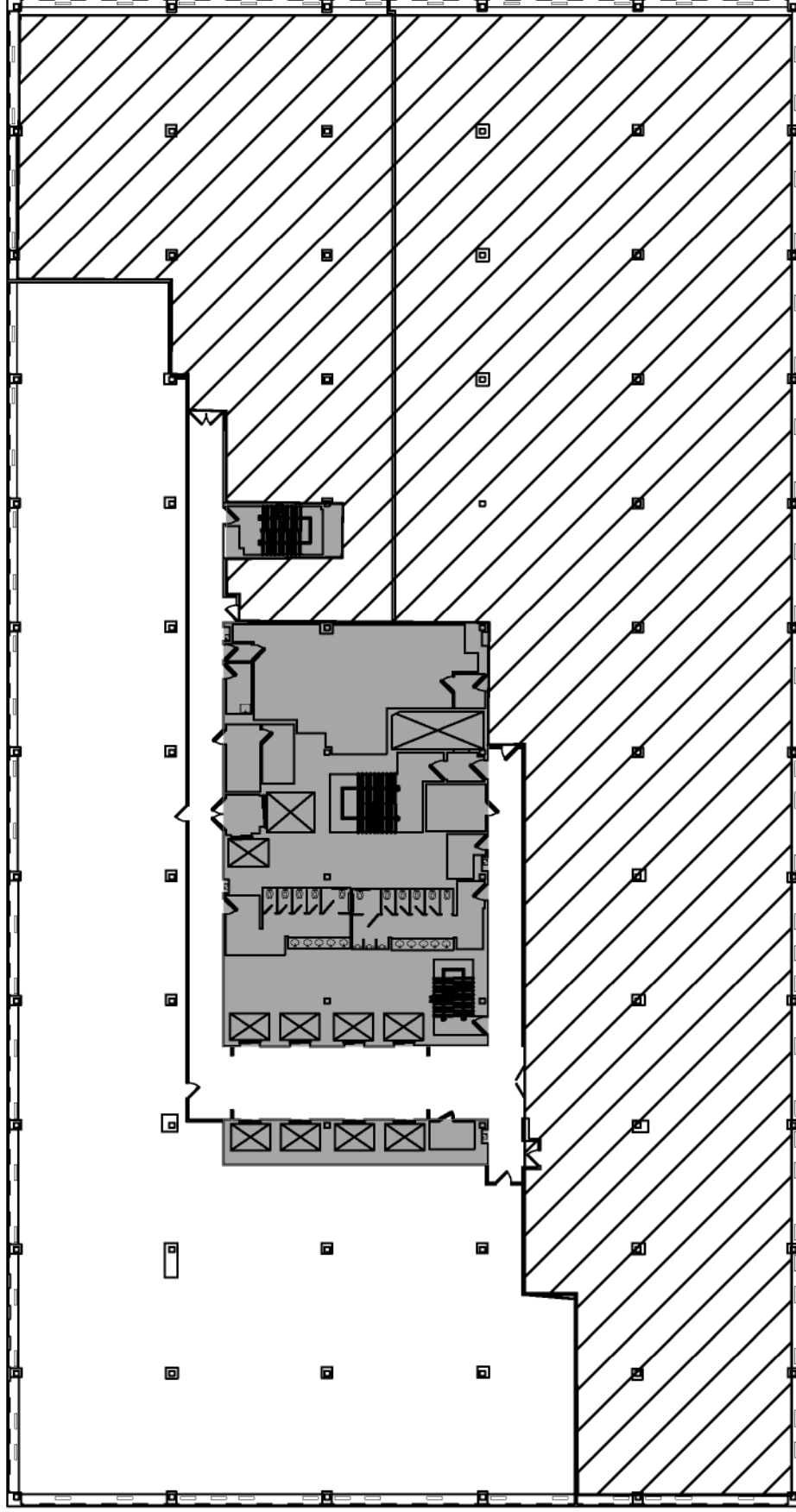


LEASE EXHIBIT

2 GATEWAY PLAZA, 9TH FLOOR
NEWARK, NEW JERSEY

INITIAL SPACE

NOT INCLUDED IN PREMISES



PARTIAL 10 SPACE



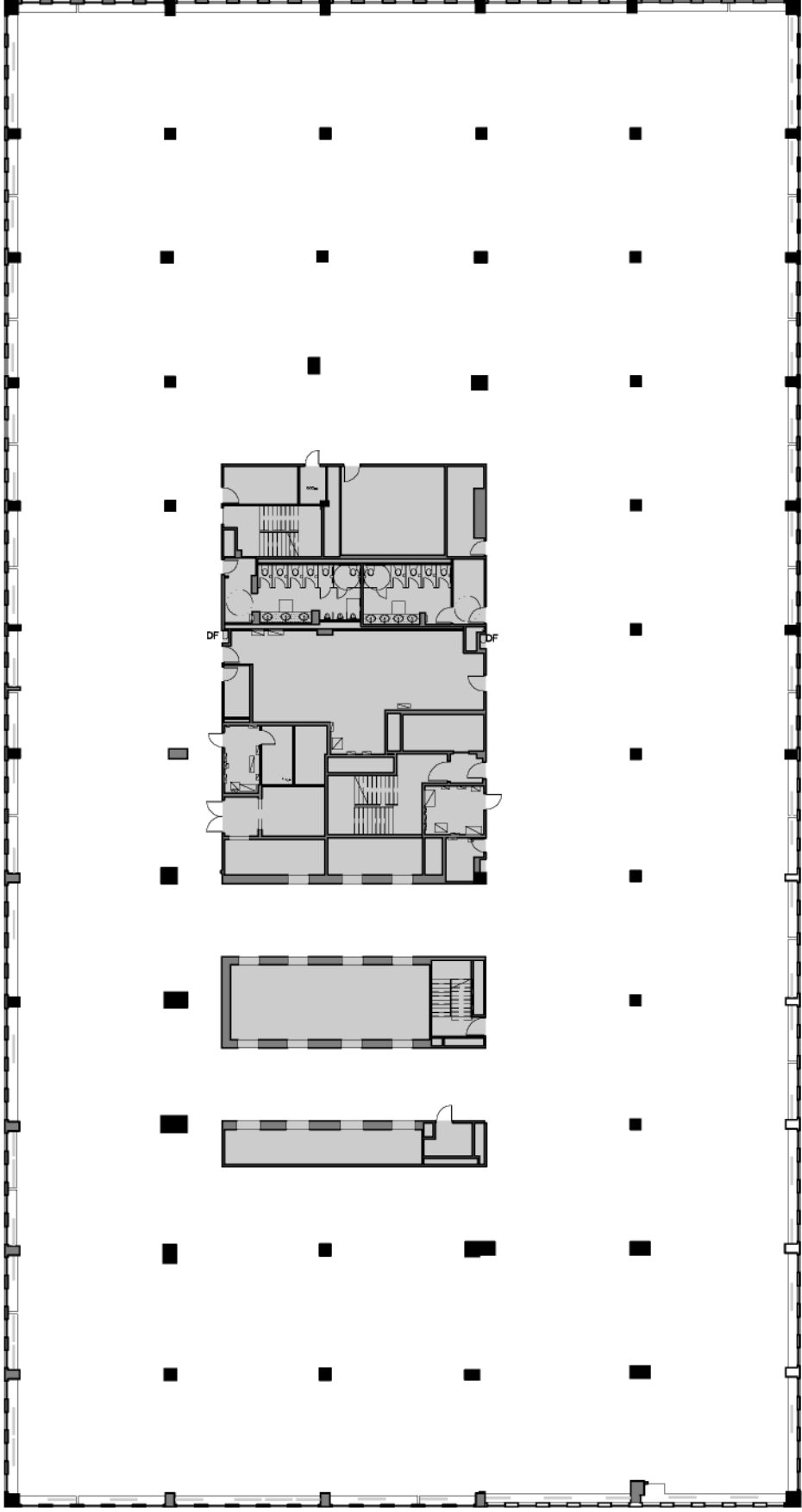
LEASE EXHIBIT

2 GATEWAY PLAZA, 10TH FLOOR
NEWARK, NEW JERSEY

NJY23-6011-00
05.08.2023

WARE MALCOMB

SHEET
1

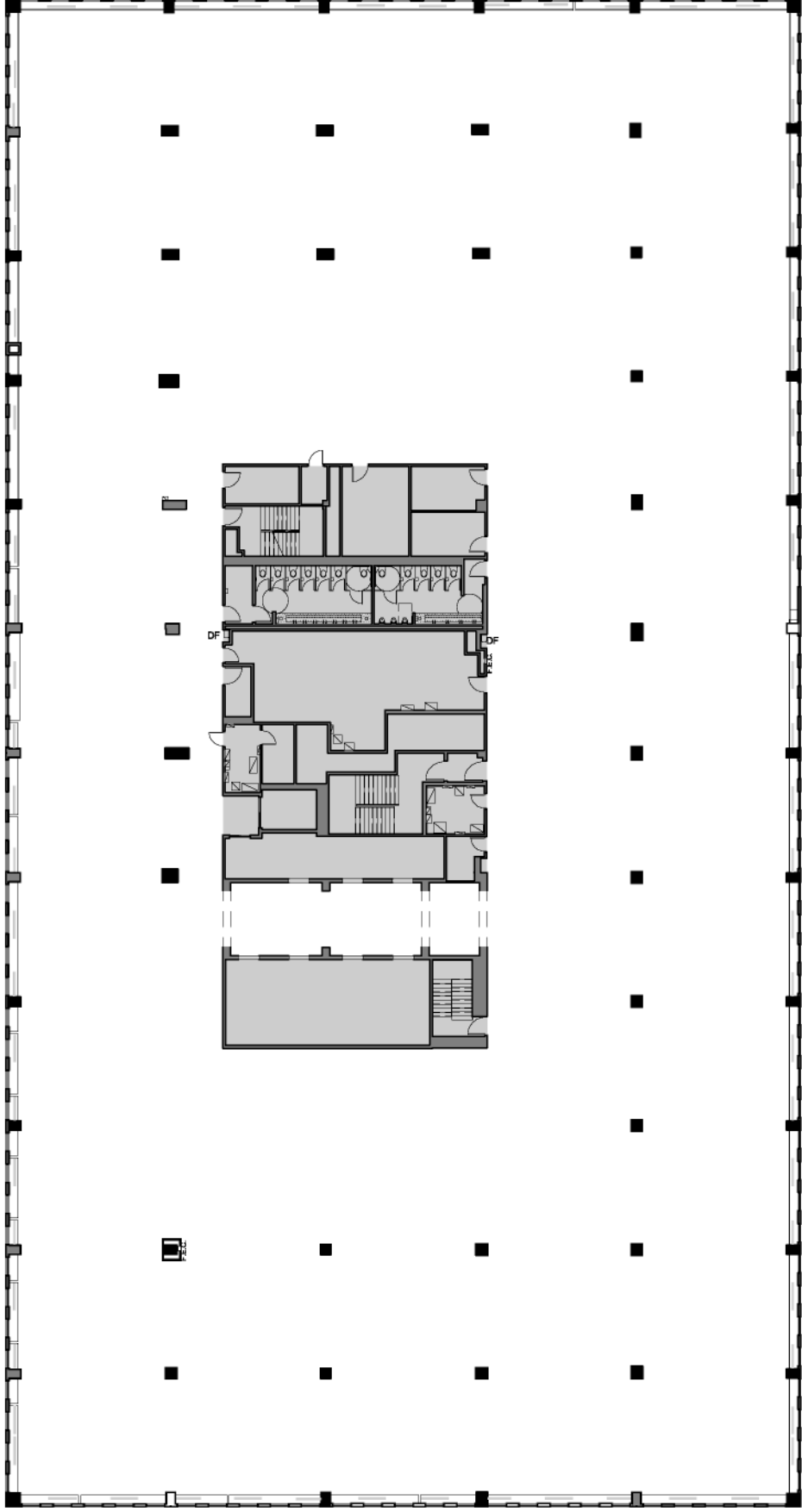


1/32"=1'-0"



LEASE EXHIBIT

2 GATEWAY PLAZA, 11TH FLOOR
NEWARK, NEW JERSEY



1/32"=1'-0"

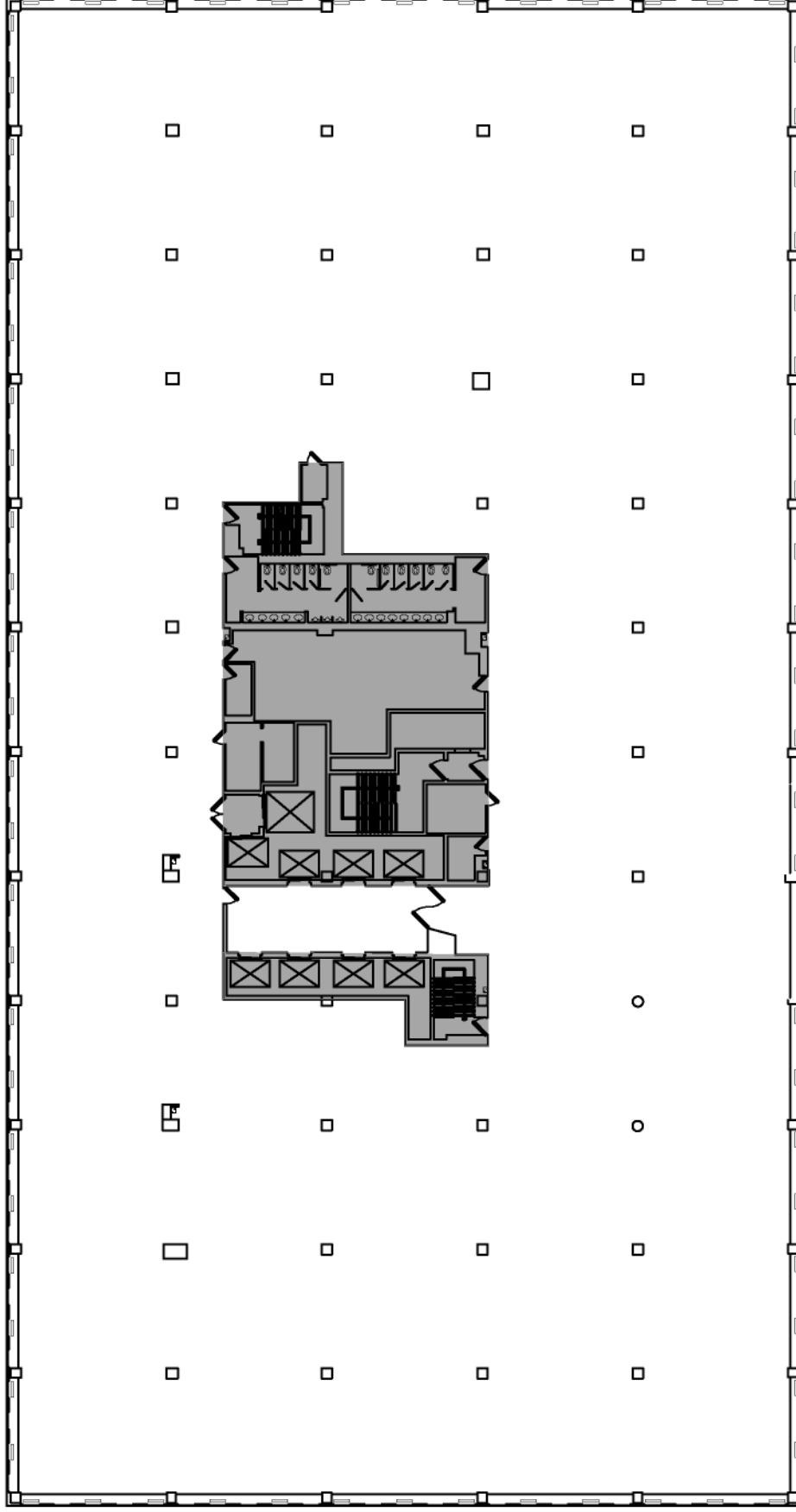


LEASE EXHIBIT

2 GATEWAY PLAZA, 12TH FLOOR
NEWARK, NEW JERSEY

WARE MALCOMB

NJY23-6011-00
05.08.2023



1/32" = 1'-0"



LEASE EXHIBIT

2 GATEWAY PLAZA, 18TH FLOOR
NEWARK, NEW JERSEY



The information is based on a preliminary site visit and is subject to change. The information is provided for informational purposes only and is not intended to be used as a basis for any decision. The information is provided for informational purposes only and is not intended to be used as a basis for any decision.

SCH. 102

BOARD ROOM - OPT 2

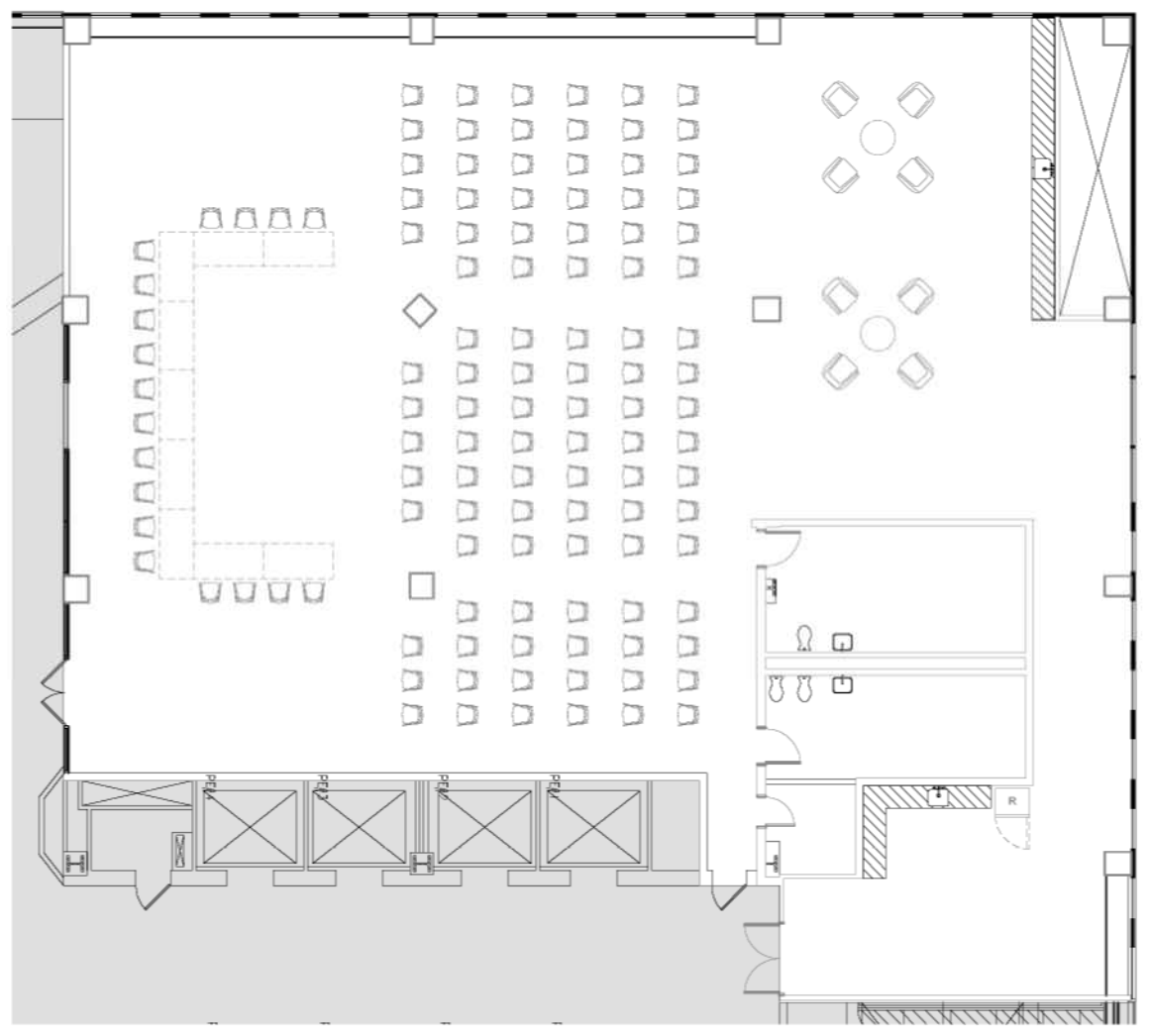
2 GATEWAY CENTER

NEWARK, NJ 07102-4000-10

WARE MALCOMB

03/01/22

MP-1



CONFERENCE CENTER SPACE

KEY PLAN

- WALL LEGEND
- EXISTING PARTITION, TO REMAIN
- NEW PARTITION

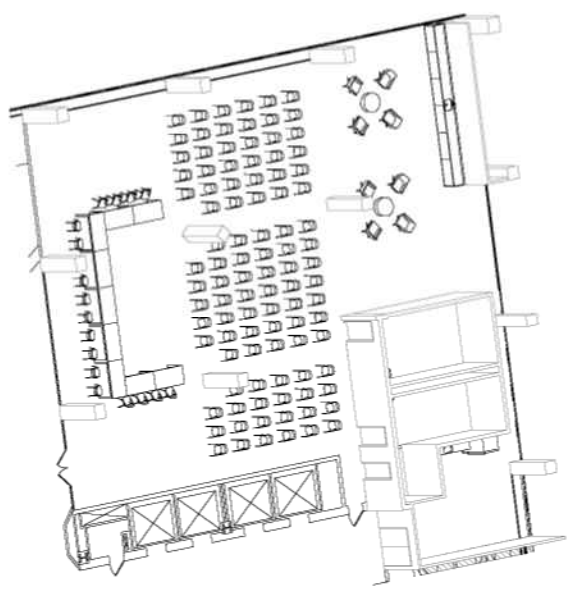
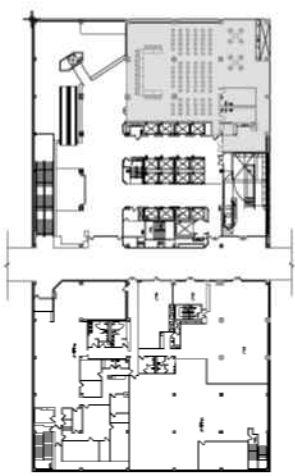


EXHIBIT B

DESCRIPTION OF THE LAND

See attached

All that certain lot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, in the County of Essex, State of NJ:

BEGINNING at a point at the intersection of the westerly side of McCarter Highway and the northerly side of Market Street; thence

(1) Along said side of Market Street, North 75 degrees 8 minutes 25 seconds West, 188.10 feet; THENCE

(2) North 15 degrees 42 minutes 45 seconds East, 351.19 feet to a point in the southerly side of Commerce Street; THENCE

(3) Along said side of Commerce Street, South 63 degrees 43 minutes 53 seconds East, 191.32 feet to the intersection of the same with the westerly side of McCarter Highway; THENCE

(4) Along said side of McCarter Highway, South 15 degrees 42 minutes 45 seconds West, 313.34 feet to the intersection of McCarter Highway and Market Street and the point and place of BEGINNING.

The above described being also described as follows:

All that certain lot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, in the County of Essex, State of NJ:

BEGINNING at a point at the intersection of the westerly side of McCarter Highway and the northerly side of Market Street;

(1) Along said northerly side of Market Street, North 75 degrees 17 minutes 10 seconds West 188.23 feet to a point; THENCE

(2) North 15 degrees 35 minutes 00 seconds East, 351.19 feet to a point in the southerly side of Commerce Street; THENCE

(3) Along said side of Commerce Street, South 63 degrees 52 minutes 38 seconds East, 191.45 feet to the intersection of the same with the westerly side of McCarter Highway; THENCE

(4) Along said westerly side of McCarter Highway, South 15 degrees 34 minutes 00 seconds West, 313.34 feet to the intersection of McCarter Highway and Market Street and the point and place of BEGINNING.

Together with the non-exclusive right to use the pedestrian walkway or bridge in common with others as reserved in that certain Indenture made February 6, 1974, recorded February 27, 1974, in Deed Book 4468 page 893, in the Essex County Register's Office.

Together with the non-exclusive right to the pedestrian walkway as set forth in and shown on Exhibit G of that certain Grant and Agreement made April 18, 1991, recorded April 18, 1991 in Deed Book 5164 page 592, in the Essex County Register's Office.

Together with the right of passage as reserved in that certain Easement and Agreement made August 31, 1992, recorded September 2, 1992 in Deed Book 5226 page 683, in the Essex County Register's Office. New Jersey, through the Walkway, as defined therein.

Together with the right of passage as reserved in that certain Easement and Agreement made August 31, 1992, recorded September 2, 1992, in Deed Book 5226 page 689, in the Essex County Register's Office, New Jersey, through the Walkway, as defined therein.

NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 120, Block 151, on the Tax Map in the City of Newark, State of New Jersey.

EXHIBIT C

ADDITIONAL RENT, TAXES, INSURANCE AND UTILITIES

1. **Additional Rent.** Tenant shall pay to Landlord an amount (“**Additional Rent**”) equal to Tenant’s Proportionate Share of the amount by which the annual Operating Costs (defined below) for each year of the Term exceed the annual Operating Costs in the Building for calendar year 2024 (if the Rent Commencement Date for the Initial Space occurs prior to October 1, 2024), or for the calendar year 2025 (if the Rent Commencement Date for the Initial Space occurs on or after October 1, 2024) (the “**Base Year**”). Tenant shall not be required to pay any Additional Rent allocable to any period prior to the one (1) year anniversary of the Rent Commencement Date for each applicable Premises Portion. Landlord may make a good faith estimate of the Additional Rent to be due by Tenant for any calendar year or part thereof during the Term. During each calendar year or partial calendar year of the Term after the Base Year, Tenant shall pay to Landlord, in advance concurrently with each monthly installment of Base Rent, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. From time to time, Landlord may estimate and re-estimate the Additional Rent to be due by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, but not earlier than sixty (60) days after Landlord’s delivery of the estimate or re-estimate, the monthly installments of Additional Rent payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of the Additional Rent as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual costs are available for each calendar year. Operating Costs for the Base Year and subsequent years, for the purpose of comparisons of the Base Year with subsequent years only, shall be calculated so as to not include market-wide labor-rate increases due to extraordinary circumstances, including boycotts and strikes; or utility rate increases due to extraordinary circumstances, including conservation surcharges, boycotts, embargos or other shortages.

2. **Operating Costs.** The term “**Operating Costs**” shall mean, subject to the terms and conditions hereof, all direct reasonable costs and expenses of any kind or nature whatsoever actually incurred by Landlord in connection with the ownership, management, operation, maintenance, repair (excluding Landlord Repair Obligations), replacement (to the extent of Permitted Capital Costs) and cleaning of the Building, the Land and the Building Common Areas (but not the Complex Common Areas). Operating costs shall include, but not be limited to, the following costs: (a) wages and salaries of all on-site employees engaged in the management, operation, maintenance, repair or security of the Building (together with Landlord’s reasonable allocation of expenses of off-site employees who perform a portion of their services in connection with the operation, maintenance or security of the Building), including taxes, insurance and benefits relating thereto; (b) all supplies and materials used in the operation, maintenance, repair, replacement, and security of the Building; (c) capital costs for improvements made to the Building which, although capital in nature, are (i) expected to materially reduce the normal operating costs (including all utility costs) of the Building, as amortized using a commercially reasonable interest rate over the time period reasonably estimated by Landlord to recover the costs thereof (in no event less than ten (10) years) taking into consideration the anticipated cost savings, as determined by

Landlord using its good faith, commercially reasonable judgment, provided that same shall not be deemed an Operating Cost (or a Permitted Capital Cost) unless Landlord obtains Tenant's prior written consent for such proposed capital improvement, which Tenant shall not unreasonably withhold, as well as (ii) capital improvements that are required to be made in order to comply with any Law hereafter promulgated by any governmental authority (but excluding any fines or penalties incurred by Landlord in violating such Laws, which are excluded from Operating Costs), as amortized using a commercially reasonable interest rate over the useful economic life (in no event less than ten (10) years) of such improvements as determined by Landlord in its reasonable discretion (such capital costs described in this clause (c) being referred to as "**Permitted Capital Costs**"); (d) repairs, replacements, and general maintenance of the Building; (e) fair market rental and other costs with respect to the management office for the Building, if any; (f) a management fee not greater than three percent (3%) of the annual gross revenue of the Building (excluding only revenue specifically for parking rights) (the "**Building Management Fee**") (which Landlord represents is the amount of the Building Management Fee as of the Lease Date); and (g) service, maintenance and management contracts with independent contractors for the operation, maintenance, management, repair, replacement, or security of the Building.

Notwithstanding anything to the contrary, Operating Costs shall **not** include costs for: (1) any amounts for which Landlord is reimbursed by insurance (or should have been reimbursed by insurance that Landlord is required, but failed, to carry under this Lease), or for which Landlord is reimbursed directly from other tenants or occupants or other third parties (other than by inclusion in Operating Costs payable under such tenants' leases), or by refunds or indemnification proceeds actually received by Landlord; (2) principal, interest, amortization or other payments on loans to Landlord or its Affiliates (including but not limited to costs in connection with the sale or refinancing of all or any part of the Building); (3) depreciation; (4) leasing commissions or any other costs incurred in connection with leasing or seeking to lease space; (5) legal expenses; (6) renovating or otherwise improving leased premises of the Building or vacant space in the Building, as applicable; (7) Taxes, Insurance and Utilities which are paid separately pursuant to Sections 3, 4 and 5 below; (8) any management, supervisory or overhead fee in excess of the Building Management Fee; (9) capital expenditures, repairs, replacements and improvements, other than Permitted Capital Costs; (10) ground lease rentals; (11) marketing, advertising and promotional expenses; (12) Landlord's corporate overhead and general administrative expenses; (13) federal income taxes imposed on or measured by the income of Landlord or its Affiliates from the operation of the Building; (14) Landlord's cost of repairs or replacements incurred by reason of Casualty, or caused by the exercise of the right of eminent domain; (15) fines, penalties and interest, and any costs, fees and expenses, attributable to a violation of applicable Laws by Landlord, any Landlord Parties, or any other tenant or occupant in the Building, or their respective agents, servants, employees, contractors, licensees or invitees; (16) costs arising solely from the negligence or intentional act or fault of Landlord, any Landlord Parties, or their agents, or any vendors, contractors, or providers of materials or services selected, hired or engaged by Landlord or their agents; (16) costs arising from Landlord's charitable or political contributions; (17) costs for sculpture, paintings or other subjects of art (other than normal repair or maintenance thereof); (18) costs covered by any warranties or guarantees; (19) rentals for equipment ordinarily considered to be of a capital nature (such as elevators and HVAC systems); (20) costs incurred in connection with the acquisition or sale of air rights, transferable development rights, easements or

other real property interests; (21) brokerage commissions and fees, architects' and attorneys' fees and disbursements, advertising and promotion costs, and any and all other costs, fees and expenses incurred in leasing, renovating, decorating, repairing, altering, painting, redecorating or otherwise improving leased or vacant space in the Building for the tenants or occupants or prospective tenants or occupants, or in procuring new tenants or occupants, or in relocating the tenants or occupants in the Building; (22) amount of lease concessions and work letters given by Landlord to new tenants or occupants in the Building; (23) all amounts paid to any Affiliates, subsidiaries, partners, or parent companies of Landlord to the extent that such amounts exceed those that would be payable to an unrelated party for similar services or materials; (24) costs incurred in correcting any defects in construction of the Building; (25) to the extent any expense or cost is otherwise attributable to another property of Landlord; (26) costs and expenses incurred in connection with the enforcement of leases or other agreements in the Building; (27) overtime costs incurred as a result of another tenant or occupant in the Building to the extent that Landlord is entitled to be reimbursed for the same by such tenant; (28) costs of performing surveys of other tenants' or occupants' electrical usage, even if Landlord is not reimbursed therefor by such other tenants or occupants; (29) any bad debt loss, rent loss, or reserves for bad debts or rent loss; (30) excess insurance premiums covering the Building Common Areas and the Building occasioned by the extra hazardous use or activities of other tenants or occupants in the Building; (31) damages recovered by a tenant or occupant in the Building due to violation by Landlord of any of the terms and conditions of any lease or other agreement in the Building; (32) costs and expenses incurred by Landlord to remove, enclose or encapsulate any asbestos or other Hazardous Materials or wastes; (33) lease takeover or termination costs incurred by Landlord in connection with any lease or other agreement in the Building; (34) the costs of installing an observatory, broadcast facility, telecommunications facility, theater, auditorium, luncheon club, athletic or recreational club, child care facility, or cafeteria or dining facility; (35) any compensation paid to clerks, attendants, or other persons working in or managing commercial concessions operated by Landlord or any affiliate of Landlord, including the Parking Facility; (36) expenses allocable directly to any retail space or garage space of the Building or the Complex; (37) any connection fees incurred in connection with the initial occupancy of any tenant or occupant; (38) any and all costs arising from the presence of Hazardous Materials in or about the Premises, the Building or the Land including, without limitation, Hazardous Materials in the ground water or soil, not placed in the Premises, the Building or the Land by Tenant or any Tenant Party; (39) costs arising from "defects" in the base, shell, or core of the Building or costs arising from "defects" in improvements installed by Landlord, "defects" being errors in materials or labors existing at the time of installation, as compared to maintenance required after installation due to wear and tear in the ordinary course; (40) any expenses incurred by Landlord for use of any portions of the Building to accommodate events including, but not limited to shows, promotions, kiosks, displays, filming, photography, private events or parties, ceremonies, and advertising beyond the normal expenses otherwise attributable to providing Building services, such as lighting and HVAC to such public portions of the Building in normal Building operations during Normal Business Hours; (41) all costs and expenses attributable to correcting violations of Laws, which violations (and the Laws giving rise to the violations) existed prior to the Rent Commencement Date for the Initial Space; and (42) costs incurred in connection with new construction in the Building other than Permitted Capital Costs. Operating Costs shall be calculated taking into account all cash discounts, trade discounts or quantity discounts received by Landlord in the purchase of any goods, utilities or services in

connection with the operation of the Building. Landlord shall make payments for goods, utilities and services in a timely manner to obtain the maximum possible discount. In the calculation of Operating Costs, no expense shall be charged more than once and the aggregate of the proportionate shares of all of the tenants and occupants of the Building shall not exceed one hundred (100%) percent.

3. **Taxes.** Tenant shall also pay Tenant's Proportionate Share of any increase in Taxes for each year and partial year after the Rent Commencement Date for each applicable Premises Portion and within the Term over the Taxes for the Base Year, provided, however, that Tenant shall not be obligated to pay any increase in Taxes over the Base Year for any Premises Portion during the first twelve (12) months following the Rent Commencement Date for such applicable Premises Portion. Tenant shall pay Tenant's Proportionate Share of Taxes in the same manner as provided above for Tenant's Proportionate Share of Operating Costs. "**Taxes**" shall mean ad valorem taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments now or hereafter attributable to the Land and Building (or their operation), **excluding**, however, any and all of the following: (a) penalties and interest on any Taxes; (b) federal and state taxes on income (if the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Building and the Land, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof); (c) any sales, use, estate, inheritance, gift, succession, capital stock, capital gains, excess profit, or corporate franchise tax; (d) any fines, interest or penalties resulting from delinquent payments in respect of such Taxes; (e) any mortgage tax, transfer tax, or realty transfer fee, or change in control tax, including any such tax incurred due to Landlord's transfer of ownership to the Building or the Land or ownership of Landlord, in whole or in part; (f) any Taxes that are attributable the sale, conveyance or financing of all or any portion of the Building or the Land; (g) any Taxes that are attributable solely to any capital improvements that do not directly and exclusively benefit Tenant; (h) any Taxes relating to improvements arising from the expansion of the Building or other improvements on the Land or other improvements to the Building or Complex for the benefit of another tenant or occupant; (i) any Taxes attributable to any capital improvements that do no benefit Tenant; and (j) any Taxes that are attributable solely to a billboard or other sign that is not related to the tenants or occupants within the Building. The amount of Taxes for the Base Year shall include any increases in Taxes attributable to Landlord's Base Building Work (as defined in Exhibit D) and the Tenant Improvements. Taxes shall include the costs of consultants retained in an effort to lower taxes and all costs incurred in disputing any taxes or in seeking to lower the tax valuation of the Building and Land; provided, however, that should Landlord receive a refund of any Taxes attributable to a period of time as to which Tenant contributed, Landlord shall promptly, and in any event within sixty(60) days of receipt of such refund, pay or credit to Tenant Tenant's Proportionate Share of such refund, net of the direct costs of collection incurred by Landlord in receiving such refund. For property tax purposes, to the extent allowed by Law, Tenant waives all rights to protest or appeal the appraised value of the Premises, as well as the Building, the Land, and all rights to receive notices of reappraisalment. Notwithstanding the foregoing, to the extent Landlord obtains

or has obtained a settlement or other agreement with respect to Taxes for the Premises or Building that results in a material reduction in Taxes for the Base Year as compared to subsequent years, or alternatively a material increase in Taxes for subsequent years as compared to the Base Year, such material reduction or material increase, as applicable, shall be netted out from the calculation of the increase of Taxes as compared to the Base Year for purposes of determining Tenant's Proportionate Share such that Tenant's Proportionate Share of the increase in Taxes over the Base Year is not negatively and materially affected by the settlement or other agreement.

Landlord understands and acknowledges that Tenant is a body corporate and politic established by the Legislature in accordance with the New Jersey Public Transportation Act of 1979, as amended, and is entitled to certain exemption from Taxes, including ad valorem taxes. At Tenant's request and expense, Landlord agrees to reasonably cooperate with Tenant and to consider implementing measures requested by Tenant to enable Tenant to take proper advantage of its tax exempt status.

4. **Insurance.** Tenant shall also pay Tenant's Proportionate Share of any increases in cost of Insurance for each year and partial year falling within the Term over the cost of Insurance for the Base Year. Tenant shall pay Tenant's Proportionate Share of increases in Insurance costs in the same manner as provided above for Tenant's Proportionate Share of Operating Costs, and with any exclusions to Operating Costs provided above also applying to Insurance, as and where applicable. "**Insurance**" shall mean property, liability and other insurance coverages carried by Landlord, including without limitation deductibles and risk retention programs and an allocation of a portion of the cost of blanket insurance policies maintained by Landlord and/or its affiliates with respect to the Land, the Building, and the Building Common Areas.

5. **Utilities.** Tenant shall also pay (in addition to and not in lieu of the charges for electricity and other utilities consumed in the Premises under the Lease (including but not limited to electric charges under Section 7(a) of the Lease)) Tenant's Proportionate Share of any increases in the cost of Utilities for each year and partial year falling within the Term over the cost of Utilities for the Base Year. Tenant shall pay Tenant's Proportionate Share of increases in Utilities costs in the same manner as provided above for Tenant's Proportionate Share of Operating Costs, and with any exclusions to Operating Costs provided above also applying to Utilities, as and where applicable. "**Utilities**" shall mean all utilities, including electricity, gas, water, sewer and other utility services serving only the Building Common Areas and other areas of the Building that are not leased or available for lease, plus the domestic water serving only the Building unless and until Tenant elects to have a water meter installed pursuant to Section 7(e) to measure Tenant's usage of water in the Premises, at which point Tenant's water usage shall be measured pursuant to such submeter, and the domestic water serving the Building shall not be included as part of this definition of "Utilities".

6. **Operating Costs, Tax, Insurance and Utilities Statement.** Within one hundred eighty (180) days following the end of each calendar year, Landlord shall furnish to Tenant a statement of Operating Costs for the previous year, and of the Taxes, Insurance and Utilities for the previous year (the "**Operating Costs, Tax, Insurance and Utilities Statement**"). If Tenant's estimated payments of Operating Costs or Taxes or Insurance or Utilities under this Exhibit C for

the year covered by the Operating Costs, Tax, Insurance and Utilities Statement exceed Tenant's Proportionate Share of such items as indicated in the Operating Costs, Tax, Insurance and Utilities Statement, then Landlord shall promptly credit or reimburse Tenant for such excess; likewise, if Tenant's estimated payments of Operating Costs, Taxes, Insurance or Utilities under this Exhibit C for such year are less than Tenant's Proportionate Share of such items as indicated in the Operating Costs, Tax, Insurance and Utilities Statement, then Tenant shall within sixty (60) days pay Landlord such deficiency, notwithstanding that the Term has expired and Tenant has vacated the Premises.

7. **Gross-Up.** With respect to any calendar year or partial calendar year in which the Building is not occupied to the extent of 95% of the rentable area thereof, or Landlord is not supplying services to 95% of the rentable area thereof, including the Base Year, the Operating Costs, Taxes, Insurance and Utilities for such period shall, for the purposes hereof, be increased to the amount which would have been incurred had the Building been occupied to the extent of 95% of the rentable area thereof and Landlord had been supplying services to (and receiving revenue from) 95% of the rentable area thereof (including but not limited to the Building Management Fee).

8. **Audit Right.** Landlord shall keep and maintain books and records in connection with the Operating Costs, Tax, Insurance and Utilities Statement for each calendar year during the Term, in reasonable detail, at the Building or at Landlord's business offices. Tenant and Tenant's agents and accountants shall have the right, for a period of one (1) year following Landlord's submission of an Operating Costs, Tax, Insurance and Utilities Statement, to examine Landlord's books and records, for the purpose of verifying the Operating Costs, Tax, Insurance and Utilities Statement and Landlord's calculation of such costs. Any third party agent or accountant designated by Tenant to examine such books and records shall agree in writing not to solicit other tenants of the Building for auditing Operating Costs and shall not be compensated on a contingency basis. Pending the determination of any dispute, Tenant shall pay the full amount of the portion of any the Operating Costs, Tax, Insurance and Utilities Statement attributable to Tenant that is in dispute. After the dispute has been finally resolved, any portion of the disputed amount theretofore paid but not required to be paid by Tenant shall be credited by Landlord against Tenant's subsequent payments of Rent and Additional Charges or reimbursed to Tenant directly by Landlord. If the dispute is finally resolved and it is determined that the Operating Costs, Tax, Insurance and Utilities Statement overstated Tenant's liability for payment thereunder by five percent (5%) or more, Landlord shall also reimburse Tenant for the reasonable, out-of-pocket costs and expenses actually paid to Tenant's agent or accountant in connection with Tenant's examination of the books and records in accordance herewith. Notwithstanding anything to the contrary, Tenant's obligations to pay Rent and Additional Charges shall be subject to the terms and conditions of this Section 8. This Section 8 of Exhibit C shall survive the expiration or earlier termination of this Lease.

EXHIBIT D

WORK LETTER

Landlord's Base Building Work; Approvals:

A. Following the execution of this Lease by Landlord and Tenant, Landlord, at Landlord's sole cost and expense, shall perform the items of work in and to the Building and the Premises described in Schedule I attached to and made a part of this Exhibit D, consisting of the Critical Base Building Work and the Secondary Base Building Work, as set forth in said Schedule I (together, "**Landlord's Base Building Work**"). Landlord's Base Building Work shall be newly constructed, and performed in a good and workmanlike manner, and in compliance with all applicable Laws (including, but not limited to, the Disabilities Acts), and otherwise in accordance with the terms and provisions of this Lease (including, but not limited to, Schedule I). Landlord shall notify Tenant upon the Substantial Completion of the Critical Base Building Work (as defined in Schedule I), which notice shall include certification by the Project Architect (as hereinafter defined) that the Critical Base Building Work has been Substantially Completed. With respect to the performance of the Secondary Base Building Work (as defined in Schedule I), Landlord will reasonably coordinate the performance of the Secondary Base Building Work with Landlord's performance of the Tenant Improvements (and Substantial Completion of the Secondary Base Building Work shall be a condition to Substantial Completion of Landlord's Work). Landlord shall diligently and continuously pursue, and shall pay for all costs and expenses associated with, obtaining the license, permits, consents, waiver and approvals for Landlord's Work from the City of Newark and any federal, state, county or municipal agency or any department, board authority, or officer thereof having jurisdiction over Landlord's Work (the "**Approvals**"), including approvals from any utility companies or other utility service providers for the relocation or installation of power lines or other utility lines or facilities. Tenant shall reasonably cooperate with Landlord in obtaining the Approvals, including, if requested by Landlord, sending a representative to participate, in cooperation with Landlord, in any hearing or meeting with governmental authorities. Notwithstanding anything to the contrary: (i) Landlord shall keep records of the costs and expenses of Landlord's Base Building Work separate and apart from the costs and expenses of the Tenant Improvements; (ii) Tenant shall not be responsible for the costs and expenses of Landlord's Base Building Work; and (iii) none of the costs and expenses of Landlord's Base Building Work shall be applied to the TI Cost Cap (as hereinafter defined). In addition to (and as a part of) Landlord's Work, Landlord shall, at its sole cost and expense, subject to the following sentence, remove the abandoned cooling tower that is located on the roof of the Building (as depicted on Schedule K-1), in accordance with all applicable Laws and within twelve (12) months after the Lease Date. The first \$200,000.00 of the reasonable, out-of-pocket costs incurred by Landlord in removing such cooling tower (the "**Removal Costs**") shall be included as part of the TI Work Cost, and all Removal Costs in excess of \$200,000.00 shall constitute Excluded Costs.

The Tenant Improvements:

B. Landlord, at Landlord's sole cost and expense (subject to the TI Cost Cap and excluding only that work that Tenant is expressly obligated to perform on its own behalf at its sole cost and expense pursuant to the terms of this Lease), shall perform the work needed to prepare the Premises for Tenant's initial occupancy thereof (such work being herein called the "**Tenant Improvements**"; and together with Landlord's Base Building Work, "**Landlord's Work**"), subject to, upon and in accordance with the following applicable provisions of this Exhibit D:

1. Construction Drawings; Permits.

(a) Subject to the provisions of Section 7 and Section 8 of this Exhibit D, the Tenant Improvements shall consist of the specific improvements, systems, equipment, materials and finishes (expressly excluding (1) cabling, wiring and related IT infrastructure; (2) Landlord's Base Building Work; (3) Tenant's moveable furniture and technology equipment; (4) Tenant's Generator; and (5) Tenant's Signage) to be performed in accordance with the Construction Drawings (as hereinafter defined), and pursuant to the Floor Plans described in Schedule II attached hereto and made a part hereof (such Floor Plans being referred to collectively as the "**Scope of Work**"). Landlord and Tenant acknowledge and confirm that Schedule II includes a sample test fit that is an illustration of one possible configuration of the Scope of Work for a full floor of the Building (it being understood and agreed that the exact configuration of each full and partial floor of the Building shall be set forth in the Construction Drawings).

(b) Within ninety (90) days after the Lease Date, Tenant shall deliver to Landlord a list of the specifications, types, quality and quantity of materials to be used in constructing the Tenant Improvements ("**Tenant's Construction Specifications**"). Landlord shall notify Tenant whether it approves or disapproves of Tenant's Construction Specifications (which approval shall not be unreasonably withheld, conditioned, or delayed) within ten (10) Business Days after Landlord's receipt thereof. If Landlord fails to respond to the proposed Tenant's Construction Specifications with its approval or disapproval within such ten (10) Business Day period, Landlord will be deemed to have approved Tenant's Construction Specifications. If Landlord notifies Tenant of any objections to Tenant's Construction Specifications, Tenant shall make necessary revisions and resubmit the same to Landlord within ten (10) days of Tenant's receipt of the notice indicating Landlord's objection. Landlord shall approve or disapprove such revised Tenant's Construction Specifications within ten (10) Business Days after Tenant submits the same to Landlord. This process shall continue until Landlord approves Tenant's Construction Specifications. The Tenant's Construction Specifications approved by Landlord are hereinafter referred to as the "**Specifications and Finishes**".

(c) Landlord and Tenant acknowledge and confirm that Landlord has engaged M. Arthur Gensler Jr. & Associates, Inc. (the "**Project Architect**"), as the architect for Landlord's Work pursuant to a contract reviewed and approved by Tenant, and has authorized the Project Architect to work with and at the direction of Tenant to prepare the Construction Drawings (as hereinafter defined) for the Tenant Improvements. As to each Premises Portion, within one hundred twenty (120) days after the Delivery Date for such Premises Portion ("**Tenant's Plan**"),

Preparation Period”) (provided that, in the event of an 18 Space Delivery Extension, Tenant’s Plan Preparation Period for the 18 Space shall expire on the date that is the later of (A) December 31, 2023, or (B) sixty (60) days after the extended Delivery Date for the 18 Space), Tenant shall (i) work with the Project Architect, and provide the Project Architect with all information required by the Project Architect to prepare, and otherwise shall cause the Project Architect to prepare and deliver to Landlord, permit-ready, sealed and signed 80% completed construction drawings and specifications for the Tenant Improvements to be constructed in the such Premises Portion (the **“Construction Drawings”**), consistent with the Specifications and Finishes (the date on which Tenant has so delivered to Landlord the completed Construction Drawings being referred to as the **“CD Delivery Date”**). At least thirty (30) days prior to the expiration of Tenant’s Plan Preparation Period, Tenant shall deliver complete design drawings and Tenant’s Construction Specifications to Landlord for Landlord’s review and approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if Landlord does not give Tenant written notice of disapproval thereof (and the reasons for such reasonable disapproval) within five (5) Business Days after Landlord’s receipt thereof. Any period from the day immediately following the last day of Tenant’s Plan Preparation Period for any Premises Portion through the CD Delivery Date for such Premises Portion (a **“Plan Preparation Delay Period”**) shall constitute a period of Tenant Delay Days. The Construction Drawings for the Initial Space shall include Construction Drawings for a separate security desk and other security screening and access control equipment as Tenant determines are necessary or desirable for Tenant’s use and occupancy of the Premises (**“Tenant’s Security Entrance Facilities”**).

2. **Tenant Delay Days.** As used in this Lease, a **“Tenant Delay Day”** shall mean each day of actual delay in the Substantial Completion of the Tenant Improvements, limited to the actual duration of such delay after netting out any Landlord Delay or delays due to Events of Force Majeure, that occurs because of (a) Tenant’s failure to submit information or estimates by Tenant requested within the time periods set forth herein, if the circumstances of such failure to respond cannot be deemed to constitute an approval by Tenant hereunder, (b) Tenant’s failure to deliver the completed Construction Drawings for any Premises Portion by the end of Tenant’s Plan Preparation Period for such Premises Portion, (c) Tenant’s failure to timely deliver or approve any other required documentation if the circumstances of such failure to deliver or approve same cannot be deemed to constitute an approval by Tenant hereunder, (d) any Change Order authorized by Tenant in writing, provided that Landlord shall have first notified Tenant of Landlord’s reasonable estimate of the duration of the delay resulting from such changes in accordance with Section B7 of this Exhibit D, (e) the negligence or willful misconduct of Tenant or any of the Tenant Parties, or (f) Tenant’s interference with Landlord’s Work due to Tenant’s early access pursuant to Section B6 of this Exhibit D, provided that such interference shall only constitute Tenant Delay Days if Landlord has given Tenant notice of such applicable interference and such interference is not cured or resolved by Tenant prior to the expiration of a two (2) Business Day period after Tenant’s receipt of such notice, in which case the period of Tenant Delay Days shall commence as of the expiration of such two (2) Business Day period. Except for any Plan Preparation Delay Period, no Tenant Delay Day shall arise from Tenant’s timely granting or withholding of approval (or deemed approval) of any of the plans as contemplated by and in accordance with this Lease. To the extent compliance by Tenant with any responsibility of Tenant (including, without limitation, its responsibility to approve or disapprove plans as and when

required herein) is delayed or prevented due to any Landlord Delay, Tenant shall be excused from timely performance of such responsibility to the extent of such Landlord Delay.

3. **Landlord Delay; Events of Force Majeure.**

(a) **“Landlord Delay”** means any actual delay in Substantial Completion of any component of Landlord’s Work limited to the duration of such delay after netting out any Tenant Delay, resulting from any of the following circumstances: (a) Landlord’s failure to timely act or respond when and if required under the terms of this Lease, if the circumstances of such failure to respond cannot be deemed to constitute an approval by Landlord hereunder; (b) changes in Landlord’s Work not initiated or approved by Tenant; or (c) the negligence or willful misconduct of Landlord or any of the Landlord Parties. No Landlord Delay shall arise from Landlord’s timely granting or withholding of approval (or deemed approval) of any of the plans as contemplated by and in accordance with this Lease. To the extent compliance by Landlord with any responsibility of Landlord is actually delayed or prevented due to any Tenant Delay, Landlord shall be excused from timely performance of such responsibility to the extent of such Tenant Delay.

(b) Notwithstanding anything contained in this Lease to the contrary: in no event shall any delay that would otherwise be an Event of Force Majeure be a basis to claim delay due to an Event of Force Majeure by Landlord unless Landlord gives Tenant notice of such delay within ten (10) Business Days after the date on which Landlord first becomes actually aware of the event or occurrence that is the basis for the delay, provided, however, that if Landlord fails to give Tenant such notice within such ten (10) Business Day period, and the event or occurrence that is the basis for the delay continues for more than ten (10) Business Days, such delay shall be an Event of Force Majeure if Landlord gives Tenant notice thereof, but the period of delay due to the Event of Force Majeure claimed by Landlord shall not commence until the first Business Day after Landlord gives such notice to Tenant.

4. **Performance of Work.** Commencing promptly after Tenant’s delivery to Landlord of the completed Construction Drawings for each Premises Portion, Landlord shall (i) apply for the Approvals required for Landlord to be legally authorized to commence the Tenant Improvements for such Premises Portion pursuant to such Construction Drawings (collectively, the **“Construction Permit”**), and (ii) following issuance of the Construction Permit for each Premises Portion, diligently prosecute the Tenant Improvements for such Premises Portion to completion in accordance with the terms hereof. The Tenant Improvements shall be newly constructed, and performed in a good and workmanlike manner, and in compliance with all applicable Laws, (including, but not limited to, the Disabilities Acts), and otherwise in accordance with the applicable terms and provisions of this Lease. Landlord shall perform the Tenant Improvements in accordance with the Construction Drawings, in compliance with all applicable Laws, and otherwise in a good and workmanlike manner. Landlord reserves the right however, (i) to make substitutions of material of equivalent grade and quality when and if any specified material shall not be readily and reasonably available, and (ii) to make non-material changes necessitated by conditions met in the course of construction subject to Tenant’s prior approval, not to be unreasonably withheld, conditioned or delayed, and which approval shall be deemed given

if Tenant does not give Landlord written notice of disapproval (and the reasons for such reasonable disapproval) within three (3) Business Days after Tenant's receipt of Landlord's notice of a non-material change; such substitutions and changes shall not constitute Change Orders. Landlord shall arrange for any inspections, and shall apply for and obtain any certificate of occupancy (or other certificate or approval), required by any governmental authority for the Tenant to occupy and use the Premises for the Permitted Use following construction of the Tenant Improvements, and as a condition to achieving Substantial Completion for each applicable Premises Portion. Subject to the provisions of Section B7 below, construction of (i) the Generator Equipment (excluding the Generator) and (ii) Tenant's Security Entrance Facilities shall be performed as part of the Tenant Improvements for the Initial Space.

5. **Walk-Through.** Landlord shall notify Tenant at least fifteen (15) Business Days in advance of the date when Landlord anticipates that the Landlord's Work will be Substantially Completed with respect to each applicable Premises Portion, including when Substantial Completion of the Critical Base Building Work and the Tenant Improvements and Secondary Base Building Work will be achieved for such Premises Portion, and in each such case immediately thereafter Tenant and Tenant's Authorized Representatives shall be afforded the opportunity to inspect such portion of Landlord's Work along with the Project Architect. When Landlord believes in good faith and sound construction practices when Substantial Completion of the Critical Base Building Work and when the Tenant Improvements and Secondary Base Building Work for a Premises Portion will be achieved, Landlord shall notify Tenant in writing along with the Certificate of Substantial Completion (as hereinafter defined) that the relevant portion of Landlord's Work has been completed except for the Punchlist Items, with the Punchlist Items being attached to the Certificate of Substantial Completion and described in reasonably sufficient detail.

6. **Tenant's Access to Premises During Work.** In addition to the access and inspection rights granted to Tenant pursuant to Section B11 below, at least one hundred twenty (120) days' prior to Substantial Completion of the Tenant Improvements for each applicable Premises Portion, Tenant shall be permitted access to such Premises Portion, upon twenty-four (24) hours' prior notice to Landlord and subject to Landlord's reasonable scheduling requirements to avoid interruption of or interference with the Tenant Improvements or Landlord's Base Building Work, prior to the Rent Commencement Date for such Premises Portion, for the purpose of allowing Tenant to inspect the Tenant Improvements and install movable furniture, fixtures, equipment, IT infrastructure, cabling, wiring, card-readers and associated security hardware on egress stair doors on the floors on which the Premises are located, and signage ("**Tenant's Installations**"). Landlord shall cause the Construction Manager to reasonably coordinate with Tenant's Authorized Representatives to identify and schedule dates and times when Tenant shall have access to applicable portions of each Premises Portion to perform Tenant's Installations. In addition, Tenant and its consultants shall have the right to inspect the in-progress Landlord's Work and to attend project meetings with Landlord and the contractor(s) performing the Landlord's Work. Such early access shall be at Tenant's sole risk. Such early access shall be granted upon the condition that Tenant's employees, agents or servants shall not unreasonably interfere with Landlord's performance of the Landlord's Work. Any delays in completion of Landlord's Base Building Work or the Tenant Improvements caused by Tenant's activities permitted under this

Section B6 may constitute Tenant Delay Days, subject to the terms and conditions hereof. Tenant's access to and use of the Premises pursuant to the terms of this Section B6 shall be expressly subject to all terms of this Lease (except Tenant's obligation to pay Base Rent or any Additional Charge). Landlord shall not be liable in any way for any injury, loss or damage occurring as a result of Tenant's early access to the Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Parties. Landlord shall have the right to impose such additional reasonable conditions on Tenant's early access to the Premises as Landlord, in its reasonable discretion, deems appropriate to ensure the safety and timely performance of the Landlord's Work.

7. **Costs of Construction.** If the TI Work Cost (as hereinafter defined) exceeds the TI Cost Cap (as hereinafter defined), Tenant, in respect of the Tenant Improvements, shall pay Landlord (subject to the terms hereof) an amount equal to the excess (herein called the "**Cost Excess**") of (i) the TI Work Cost, over (ii) the TI Cost Cap. Landlord and Tenant acknowledge and confirm that Tenant's payment to Landlord of the Cost Excess is a reimbursement by Tenant to Landlord of excess costs incurred by Landlord in constructing the Tenant Improvements. Landlord shall, upon Landlord's determination thereof, provide Tenant with written notice, including a good faith estimate of the Cost Excess, if any, and reasonable supporting documentation therefor ("**Cost Excess Notice**"). Tenant shall have the right, within ten (10) Business Days of receipt of such Cost Excess Notice to approve or dispute such Cost Excess by delivering written notice to Landlord (a "**Cost Excess Dispute Notice**"). If Tenant fails to timely respond to the Cost Excess Notice within ten (10) Business Days, then Tenant will be deemed to approve such Cost Excess. If Tenant timely disputes such Cost Excess Notice, then Landlord shall have five (5) Business Days to respond with reasonable supporting documentation for such Cost Excess and in the event the parties cannot resolve the dispute within twenty (20) Business Days of the Cost Excess Notice, then the parties may proceed to expedited arbitration pursuant to the terms of the Lease (provided that notwithstanding anything to the contrary, such expedited arbitration shall be non-binding). Notwithstanding anything to the contrary contained herein, the portion of the TI Work Cost incurred for construction of the Generator Facilities and Tenant's Security Entrance Facilities, and for any Additional Contract Costs, shall be deemed to be a Cost Excess approved by and payable solely by Tenant, and shall not in any event be payable by Landlord out of the TI Cost Cap or otherwise (provided that Landlord shall keep separate records clearly demonstrating the TI Work Cost incurred for the construction of the Generator Equipment and Tenant's Security Entrance). If it is determined as provided above that there shall be a Cost Excess, Tenant shall pay to Landlord, within sixty (60) days after it has been so determined that there will be a Cost Excess, the total actual amount of the Cost Excess that has been so determined; provided, however, that Tenant, in its sole discretion, and at any time, shall have the right (but not the obligation) to elect to apply to any Cost Excess the final portions of any Rent Abatement that will inure to Tenant's benefit pursuant to the terms of this Lease. By way of illustration and example only, if the Cost Excess was \$1,000,000 and the Rent Abatement for twelve (12) months abated Base Rent was an amount equal to \$1,000,000 per month, then upon Tenant's election to apply to the Cost Excess the Rent Abatement, Tenant would not owe the Cost Excess to Landlord within sixty (60) days of Landlord's notice and instead would owe Base Rent after eleven (11) months of abated Base Rent pursuant to the applicable Rent Abatement. Landlord shall notify Tenant of any modification of Landlord's estimate of the Cost Excess (and the final

actual amount thereof), upon Landlord's actual knowledge of such modification, and upon such notification the amounts payable by Tenant pursuant to this Section B7 shall be adjusted (retroactively to the initial payment by Tenant) to reflect such modification. If Tenant fails to make any payment by the date such payment is required to be made under this Section B7 (including by application of the Rent Abatement thereto as described above), then (x) Landlord shall be entitled to immediately cease performance of the Tenant Improvements until such time as such payment is made by Tenant, and (y) the period from the date such payment was due through the date such payment is made shall constitute a period of Tenant Delay Days. The "**TI Work Cost**" shall mean an amount equal to the sum of (A) one hundred percent (100%) of the aggregate of all reasonable out-of-pocket costs actually incurred by Landlord in the construction and performance of, the Tenant Improvements (the "**Tenant Improvements Work**") (which costs shall include any (i) any profit or override payable by Landlord to the third-party contractors, including the Construction Manager, prosecuting the Tenant Improvements Work and (ii) reasonable out-of-pocket architectural, engineering, design, permitting and/or government inspection costs), but shall exclude the following (collectively, "**Excluded Costs**"): (i) costs for materials, specifications, equipment, or improvements that are not expressly included in the Construction Drawings or in any Change Order approved pursuant to Section B8 below, (ii) costs incurred to remove asbestos or other Hazardous Materials from the Premises, Building, Land, Project, or the Complex; (iii) loan fees, mortgage brokerage fees, interest, and other costs of financing construction costs; (iv) costs reimbursed by warranties or insurance or both (Landlord hereby agreeing to use commercially reasonable efforts to obtain any reimbursements for which Landlord is entitled); (v) penalties and late charges attributable to Landlord's failure to timely pay construction costs associated with any portion of the Tenant Improvements Work; (vi) premiums for payment, performance, mechanics' lien, completion, and other bonds; (vii) any administrative, supervisory or management fees or any other overhead charged by Landlord (or any of its Affiliates) with respect to the Tenant Improvements Work (other than the Supervisory Fee (as hereinafter defined)); and (viii) any fees, profit or override payable to Construction Manager or subcontractors in excess of what is commercially reasonable for such services for a project of this size and scope within Comparable Buildings; plus (B) the Supervisory Fee. Notwithstanding anything to the contrary, (1) the incremental savings associated with any approved Change Order that reduces the TI Work Cost shall be included in the calculation of the total TI Work Cost (in order to reduce the TI Work Cost); and (2) Landlord shall be solely responsible for payment of costs incurred by Landlord during and after construction of the Tenant Improvements due to deficiencies or errors in the Landlord's Base Building Work or negligent acts or omissions of the Landlord and its professionals in connection with the Landlord's Base Building Work (collectively, "**Base Building Defects**"), such costs shall not be applied against the TI Cost Cap or reimbursed by Tenant, and delays in Landlord's Work caused by Base Building Defects shall not be considered Events of Force Majeure or Tenant Delay Days. The "**TI Cost Cap**" shall mean the amount of \$52,932,490.00 (i.e., \$130.00 per rentable square foot of the Premises), plus an additional \$3,185,910.00 if the Partial 10 Space is included in the Premises.

The parties acknowledge that the design and construction of the Tenant Improvements within the Building and the Complex will require significant coordination, oversight, and planning from Landlord (and its Affiliates), in addition to the management services provided by the Construction Manager and any project professionals engaged by Tenant, given Landlord's

specialized knowledge and expertise of the Building, the Complex, and construction projects within the City of Newark. Given the foregoing, and in consideration of the services to be provided by Landlord, as further outlined below, Landlord shall be entitled to the sum of \$100,000.00 per calendar month during periods where there is on-going design or construction or both relating to the Tenant Improvements, with such period ending upon the earlier of (i) Substantial Completion of the last Premises Portion, or (ii) three (3) years from the Lease Date (the “**Supervisory Fee**”). The Supervisory Fee shall be payable in exchange for Landlord managing, arranging, supervising and coordinating, the construction and completion of the Landlord’s Work, including but not limited to, reviewing, commenting on and coordinating changes to plans, coordinating efforts by all appropriate parties to complete the Landlord’s Work in accordance with the Specifications and Finishes and coordinating the turnover of each Premises Portion as and when same are Substantially Completed, all in cooperation with the Project Team and in accordance with the terms, conditions and limitations herein set forth.

8. **Change Orders.**

(a) Prior to Tenant’s request for a Change Order (as defined below), Tenant shall have the right to submit inquiries (“**Construction Change Inquiries**”) to Landlord based on conceptual information then available to Tenant (which may include sketches, detailed plans, cut sheets and specifications (as applicable) suitable for construction and shall detail the nature and extent of any requested changes in order to obtain order of magnitude pricing for possible Change Orders, and Landlord shall promptly respond to such inquiries (with either the requested information or a statement indicating that further information is necessary in order for Landlord to respond to such inquiry). Landlord shall include in its response to any such inquiry Landlord’s preliminary approval of the conceptual work that is the subject of such inquiry, and any such preliminary approval of conceptual work shall be subject to Landlord’s review of the detailed information required to be included in a Change Order with respect thereto (as contemplated below).

(b) Within five (5) Business Days after Landlord’s receipt of any Construction Change Inquiry, Landlord shall deliver a written response to such Construction Change Inquiry and in such response Landlord shall advise Tenant of: (A) the anticipated cost attributable to the requested Construction Change Inquiry (“**Change Order Costs**”) associated with such Construction Change Inquiry which shall, to the extent reasonably possible, be consistent with any order of magnitude pricing previously provided to Tenant with respect thereto (and Landlord’s Change Order Response shall provide the reasoning for any such inconsistency, if any) and shall be equal to the corresponding price increase or reduction quoted by the appropriate contractor without Landlord markup, plus the other items of TI Work Costs applicable to the Change Order that is the subject of such Construction Change Inquiry, and (B) if Landlord expects the requested Change Order that is the subject of such Construction Change Inquiry to result in any Tenant Delay Days, an estimate of any actual delay of Substantial Completion of Landlord’s Work associated with such Change Order based on a good faith estimate prepared by the Construction Manager (“**Landlord’s Change Order Response**”).

(c) Tenant shall then have the right to either elect to accept Landlord's Change Order Response or elect not to proceed with the change that was the subject of the Construction Change Inquiry, which election Tenant shall make by written notice to Landlord within five (5) Business Days of Landlord's Change Order Response (and Tenant's failure to timely respond to Landlord's Change Order Response shall be deemed to constitute Tenant's election not to proceed with the change that is the subject of such Construction Change Inquiry).

(d) If Tenant elects to accept Landlord's Change Order Response in writing, then Landlord shall implement the change that is the subject of the Construction Change Inquiry as part of the Tenant Improvements and such change shall constitute a "**Change Order**" and Landlord shall pay all Change Order Costs associated therewith, subject to the TI Cost Cap and Tenant's reimbursement obligation for Cost Excess pursuant to Section B7 above. If Tenant elects to accept a Landlord's Change Order Response, then Landlord shall cause the Project Architect to prepare such detailed plans, cut sheets and specifications suitable for construction, provided that Tenant provides the Project Architect with the information reasonably necessary in connection therewith.

(e) In no event shall Tenant be liable for the Change Order Costs of any Change Order unless approved (or deemed approved) by Tenant as set forth above.

(f) Whether or not any Change Order is approved by Landlord or Tenant, Landlord's reasonable, out-of-pocket design costs actually incurred in connection with all Construction Change Inquiries are part of the TI Work Cost.

9. **Project Team.** Within ten (10) Business Days after the Lease Date, Landlord shall retain an acoustician, a cost consultant, an MEPS consultant, a structural engineer and a code consultant (collectively, together with the Project Architect and the Construction Manager, the "**Project Team**"), pursuant to contracts with terms and conditions and scopes of services satisfactory to Tenant. To the extent Tenant requires modifications or additions to such terms and conditions or scope of services, Landlord shall promptly implement same (subject to the provisions of Section B2 above with respect to any resulting delays). At Tenant's direction, Landlord shall use commercially reasonable efforts to enforce the terms and conditions of each contract with the Project Team. Landlord shall not engage, or allow any Landlord Parties or other consultants to engage, in connection with Landlord's Work, any other engineering consultants or other architects, engineers, consultants or managers without Tenant's prior written consent, which Tenant shall not unreasonably withhold, condition or delay. At Tenant's request, subject to Landlord's reasonable approval, Landlord will enter into additional contracts (or modifications to existing contracts) in such forms and containing such terms and conditions as are satisfactory to Landlord and Tenant, with members of the Project Team or other professionals to provide services outside of the Scope of Work to be performed in connection with Landlord's Work (collectively, "**Additional Contracts**"), and all costs payable by Landlord to such parties pursuant to any such Additional Contracts ("**Additional Contract Costs**") shall constitute Cost Excess.

10. **Construction Manager; Subcontractors.** Landlord and Tenant have agreed that Landlord shall enter into a guaranteed maximum price contract (or other form of

contract approved by Tenant) (the “**Construction Contract**”) with a reputable construction manager with at least fifteen (15) years of experience in the northern New Jersey construction market, as a construction manager (the “**Construction Manager**”), to construct Landlord’s Work in accordance with the Construction Drawings to be prepared and approved in accordance with Section B1 above. Landlord shall obtain a minimum of three (3) bids for the Construction Manager, which bids and all supporting documentation shall be provided to Tenant for its review and approval, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be entitled to designate one (1) of the three (3) construction managers from whom bids shall be obtained. Landlord shall provide Tenant with a copy of the fully-executed Construction Contract. Landlord shall use commercially reasonable efforts to enforce the material terms of the Construction Contract. Tenant shall have no payment or performance responsibilities under the Construction Contract. Landlord shall promptly supply Tenant with such detailed available information about bid requests and the background of, and negotiations with, subcontractors as Tenant may reasonably request. The Landlord’s Work shall be performed by Landlord, the Project Architect, Landlord’s Engineers, the Construction Manager, and any subcontractors on a so-called “open-book” basis.

11. **Construction Meetings; Tenant Review.** During the construction of Landlord’s Work, Landlord shall schedule and conduct weekly meetings regarding the scheduling, progress, performance, construction and completion of Landlord’s Work. Periodically at such meetings, Landlord’s Authorized Representatives shall provide Tenant’s Authorized Representatives with status updates regarding the progress of Landlord’s Work. Landlord’s Authorized Representative and Tenant’s Authorized Representative shall attend such meetings and Landlord shall cause the Project Team and Construction Manager to participate in such meetings as reasonably necessary or as reasonably requested by Tenant. From time to time during the construction of Landlord’s Work, Landlord shall allow Tenant’s Authorized Representatives to review and make copies of plans and specifications and construction drawings including all changes thereto and generally to review the progress of Landlord’s Work. Tenant shall have the right, at its sole cost and expense, but not the obligation, by Tenant’s Authorized Representatives, to monitor and inspect Landlord’s Work at all times during the performance and after the completion of all phases and aspects thereof, and Landlord shall provide Tenant, Tenant’s Authorized Representatives and Tenant’s employees and agents reasonable access to all portions of the Premises to perform such monitoring and to conduct such inspections. In connection with the foregoing, Tenant shall use commercially reasonable efforts to minimize interference with the performance of Landlord’s Work. Neither Tenant’s monitoring or inspection, nor its right or failure to monitor or inspect, Landlord’s Work, shall be deemed a waiver of any of Landlord’s obligations or Tenant’s rights under this Exhibit D or the Lease.

12. **Authorized Representatives.** Landlord designates, as Landlord’s authorized representatives (“**Landlord’s Authorized Representatives**”), Kristen Pappas and Bethany Libenson as the individuals authorized by Landlord to approve and execute on behalf of Landlord all plans, drawings and other matters for which the approval of Landlord is required or contemplated pursuant to this Exhibit D of this Lease. Tenant shall not be obligated to respond to or act upon any such item until such item has been initialed or signed or submitted in writing (as applicable) by one of Landlord’s Authorized Representatives. Landlord may change Landlord’s

Authorized Representatives or name additional persons to serve as Landlord's Authorized Representatives (provided that Tenant may rely upon the authorization of any one of such persons) upon three (3) Business Days' prior written notice to Tenant. Tenant designates Jeff McNulla and Kathleen Grishman ("**Tenant's Authorized Representatives**") as the individuals authorized to initial and sign all plans, drawings, change orders and approvals pursuant to this **Exhibit D** of this Lease. Landlord shall not be obligated to respond to or act upon any such item until such item has been initialed or signed or submitted in writing (as applicable) by one of Tenant's Authorized Representatives. Tenant may change Tenant's Authorized Representative or name additional persons to serve as Tenant's Authorized Representatives (provided that Landlord may rely upon the authorization of any one of such persons) upon three (3) Business Days' prior written notice to Landlord. Notwithstanding anything to the contrary, changes approved by Tenant to the Construction Drawings shall only be effective if signed by one of Tenant's Authorized Representatives.

C. **Substantial Completion.**

1. **Substantial Completion.** As used in this **Exhibit D**, "**Substantial Completion**," "**Substantially Completed**," and any derivations thereof means with respect to Landlord's Work for the applicable Space that (i) Landlord has completed the Critical Base Building Work, the Secondary Base Building Work or the Tenant Improvements, as applicable, substantially in accordance with the terms of this Lease and the applicable Construction Drawings, and Landlord has obtained and delivered to Tenant an original AIA G704 Certificate of Substantial Completion certified by the Project Architect confirming that the relevant portion of Landlord's Work for the applicable Premises Portion is substantially completed (a "**Certificate of Substantial Completion**"), other than minor details of construction or mechanical adjustment, which in any case are non-material in nature and do not individually or in the aggregate unreasonably interfere with the performance and completion of other portions of Landlord's Work or Tenant's use and occupancy of the Premises, all in a manner consistent with Punchlist items typically found in Comparable Buildings (collectively, "**Punchlist Items**"), (ii) all of the sanitary, water, electrical, heating, air conditioning and other utilities that are shown on the Construction Drawings are in good working order, operating condition, and operational, and (iii) a temporary or final certificate of occupancy or other similar authorization confirming that Tenant is legally authorized to occupy the applicable Space has been issued by the appropriate governmental authority in order to allow Tenant to lawfully use and occupy the applicable Space and commence business operations in the applicable Space.

2. **Punchlist.** Landlord, at its sole cost and expense, shall complete the Punchlist Items as soon as reasonably practical after the Certificate of Substantial Completion is delivered to Tenant. If Tenant disputes that Substantial Completion of Landlord's Work (or the relevant portion of Landlord's Work) has occurred, then Tenant shall notify Landlord Authorized Representatives and the Project Architect in writing of such dispute within thirty (30) days after the delivery of the applicable Certificate of Substantial Completion. If Tenant timely delivers its dispute notice, then Landlord and Tenant shall promptly meet and use good faith and diligent efforts to resolve such dispute within ten (10) Business Days after Landlord's receipt of Tenant's dispute notice. If Landlord and Tenant cannot agree to a resolution of such dispute within such

period, such determination of Substantial Completion of Landlord's Work shall be determined by arbitration in accordance with the expedited arbitration provisions of the Lease. Tenant taking possession and acceptance of the Premises shall not constitute a waiver of: (i) any warranty with respect to workmanship (including installation of equipment) or material (exclusive of equipment provided directly by manufacturers); or (ii) any non-compliance of Landlord's Work with requirements of applicable Laws.

D. **Warranties**. For the benefit of Tenant, except as otherwise hereinafter provided, but in addition to Landlord Repair Obligations, Landlord, at its sole cost and expense, shall repair and, if necessary, replace any item or component of the applicable Landlord's Work which is defective or which otherwise requires repair or replacement, to the extent Tenant has notified Landlord of a defect in such item or component during the warranty period (the "**Warranty Period**") with respect to such item or component. The Warranty Period for the components of Landlord's Work is the period commencing on the date (the "**Warranty Commencement Date**") of Substantial Completion for such component of Landlord's Work and ending one (1) year from the Warranty Commencement Date with respect to such component of Landlord's Work. As of the date of the Warranty Commencement Date for each component of Landlord's Work, as applicable, Landlord shall assign to Tenant, on a non-exclusive basis, all warranties and guaranties (collectively, "**Warranties**") provided by the contractors (including the Construction Manager and the subcontractors of the Construction Manager) and vendors with respect to, and from manufacturers of components of, Landlord's Work. Tenant shall be entitled to receive the benefit of all construction warranties and manufacturer's equipment warranties relating to equipment installed in the Premises, and, except for repairs or replacements of defects for which Landlord is responsible as a result of Tenant notifying Landlord of such defect during the Warranty Period as described above, Tenant shall pursue the issuer of the applicable Warranty directly for (and Landlord shall have no obligation or liability with respect to) any repair or replacement of any component of Landlord's Work that is covered by a Warranty. If there is a material breach of a construction warranty during the Warranty Period (a) the Construction Manager and any of its subcontractors shall have the right to enter upon the Premises during Normal Business Hours, subject to the applicable notice provisions under the Lease (except that the Construction Manager and any of its subcontractors may enter at any time, without notice, in case of an emergency) to perform such work, provided such entrance and work do not unreasonably interfere with Tenant's use of the Premises, and (b) Tenant shall cooperate with the Construction Manager and any of its subcontractors in identifying the defect in question. In no event shall Landlord be responsible for any repairs or replacements required due to Tenant's negligent or willful acts or omissions or misuse of any component of Landlord's Work.

SCHEDULE I

Landlord's Base Building Work

Attached

Landlord shall provide the following Base Building Work:

A. **FOR ALL PORTIONS OF THE PREMISES OTHER THAN THE CONFERENCE CENTER SPACE:**

CRITICAL BASE BUILDING WORK:

1. Fire protection alarm system for all floors within the Premises installed according to building code (additional system requirements for finished and occupied space to be installed as part of the Tenant Improvements), including two (2) fire alarm panels for each floor of the Premises, with points available on each floor of the Premises sufficient to connect to all of Tenant's fire alarm device points as part of the Tenant Improvements.
2. Sprinkler loop covering the Premises (to be distributed throughout the Premises as part of the Tenant Improvements).
3. Any life safety and life support systems as may be required by building code (including the connection of such systems to the Building's main system and on each of floor of the Premises).
4. All prior tenant floor covering to be removed prior to leveling (leveling to be performed as part of the Tenant Improvements).
5. Landlord shall install two (2) four-inch (4") risers to service the Premises, from Building point of entry to each floor of the Premises in a mutually agreeable location.
6. Landlord shall demolish the Premises back to the Building core (similar to existing conditions on the eighteenth (18th) floor of the Building), and remove all improvements from the prior tenant including but not limited to the following:
 - Flooring provided Landlord shall "thin-set" any so-called "walker duct".
 - Plumbing and electrical conduit and associated support structure.
 - Ceiling support structure.
 - Bathroom areas, other than plumbing and related infrastructure therein.
 - Existing fixtures, trade fixtures, improvements and personal property.
 - Existing duct main to remain.
 - Floor, core building walls and perimeter walls sealed and fire stopped per code.
 - Landlord shall install (to the extent not in existence) submeters for all utilities provided to the Premises.
7. Ensure sufficient unobstructed, hazard free, and secure shaft space from the telecom point of entry room for each floor of the Premises to the roof of each Building as well as shaft space sufficient for Tenant's installation of information technology and security equipment and

related infrastructure. Landlord shall provide at least two (2) points of entry into the Building for telecom carrier service, at locations reasonably acceptable to Landlord and Tenant, which shall include two (2) sets of four inch conduit risers that each originate from a separate point of entry to the Building and continue up to the Premises, and then two (2) additional sets of four inch risers from the Premises to the roof of the Building (but Tenant shall be responsible, at Tenant's sole cost and expense, for its telecom carriers' entry into the Building, through the risers and distribution to each floor of the Premises, provided that Landlord, at no material cost to Landlord, shall reasonably cooperate in good faith to permit such access and installation.

SECONDARY BASE BUILDING WORK:

To be performed by Landlord, at its sole cost and expense, in coordination with performance of the Tenant Improvements:

1. Building's Systems serving the Premises will be in good working order and condition for the operation and service of the Premises and Tenant's Permitted Use of the Premises as of the Rent Commencement Date (subject to coordination with performance of the Tenant Improvements).
2. Landlord shall replace and install all new DX and PTAC units serving the Premises. Floors 6 through 12 shall receive two (2) new 35-Ton DX Unit(s) (Daikin SWT035C), and the 18th floor shall receive two (2) new 40-Ton DX Unit(s) (Daikin SWT040C).

B. FOR THE CONFERENCE CENTER SPACE:

CRITICAL BASE BUILDING WORK:

1. Fire protection alarm system within the Premises installed according to building code (additional system requirements for finished and occupied space to be installed as part of the Tenant Improvements) with points available on for connection as part of the Tenant Improvements.
2. Sprinkler loop covering the Premises (to be distributed throughout the Premises as part of the Tenant Improvements).
3. Any life safety and life support systems as may be required by building code (including the connection of such systems to the Building's main system within the Premises).
4. Landlord shall demolish the Premises and remove all improvements from the prior tenant including but not limited to the following:
 - Flooring.
 - Plumbing and electrical conduit and associated support structure.

- Ceiling support structure.
- Bathroom areas, other than plumbing and related infrastructure therein.
- Existing fixtures, trade fixtures, improvements, and personal property.
- Floor, core building walls and perimeter walls sealed, and fire stopped per code.
- Landlord shall install (to the extent not in existence) submeters for all utilities provided to the Premises.

5. Landlord shall install (7) new PTAC units within the conference center space.

SECONDARY BASE BUILDING WORK:

NONE

SCHEDULE II

Floor Plans

Attached

Specimen Floor Plan for Full Floor of Premises

Attached

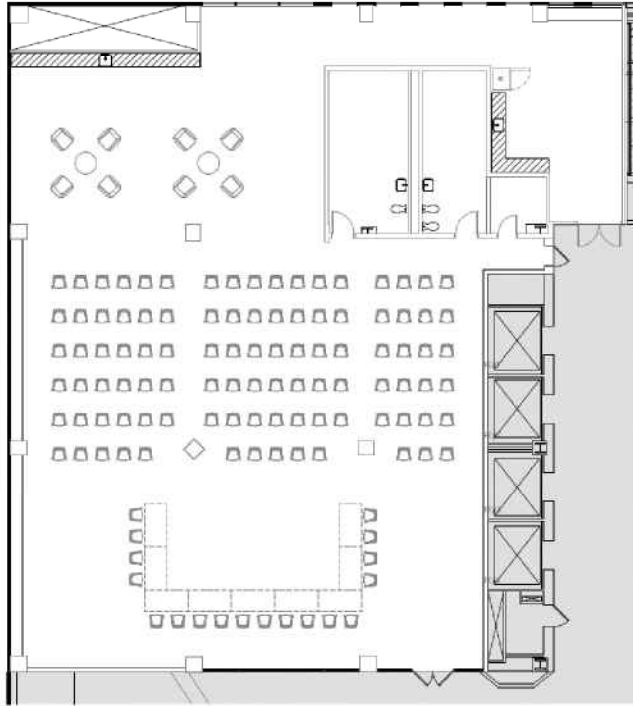
FIT PLAN | PROPOSED WORKPLACE TESTFIT



MTBANK

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Specimen Floor Plan for Conference Center Space



This document depicts a conceptual design of a proposed project. It is not a contract. It is not a guarantee of performance. It is not a warranty. It is not a representation of the final design. It is not a statement of intent. It is not a commitment. It is not a promise. It is not a contract. It is not a guarantee of performance. It is not a warranty. It is not a representation of the final design. It is not a statement of intent. It is not a commitment. It is not a promise.

SCENE 01

BOARD ROOM - OPT 2

2 GATEWAY

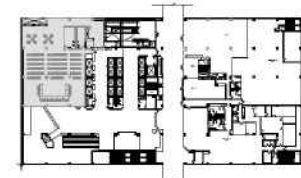
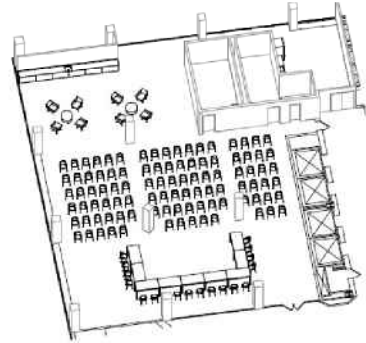
1 GATEWAY CENTER
MORGAN, AL 30070-0000

KEY PLAN

WALL LEGEND

— EXISTING PARTITION, TO REMAIN

— NEW PARTITION



WARE MALCOMB

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MP-1

EXHIBIT E

BUILDING RULES AND REGULATIONS

The following rules and regulation shall apply to the Premises, the Building, the Complex, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other common areas to which Tenant has access shall not be obstructed by Tenant or Tenant's agents, or used for purposes other than ingress to and egress from the Premises and for going from one part of the Building to another.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. All costs incurred to repair any damage to plumbing, fixtures or appliances from misuse by Tenant or Tenant's agents shall be paid by Tenant, following written notice thereof and supporting documentation indicating the cause of such damage was due to misuse by Tenant or its agents.
3. Without the prior written consent of Landlord, no signs, advertisements or notices shall be inscribed, painted, affixed or displayed in, on, upon or behind any windows or doors (except as may be mandated by the applicable legal requirement), or to any other portion of the Premises, the Building or the Complex. No company name, logo, sign, advertisement or notice shall be inscribed, painted or affixed outside the Premises or on any doors without the prior written consent of Landlord. If such consent is given by Landlord, any such sign, advertisement or notice shall be inscribed, painted or affixed by Landlord at Tenant's cost. For the avoidance of doubt, this paragraph is subject to the terms and conditions of the Lease, which shall control.
4. Landlord shall provide all door locks to the Premises, and Tenant shall not install any additional door locks in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall initially provide to Tenant, without charge, two (2) keys each to the Premises and the Building, and upon Tenant's request, Landlord shall provide to Tenant, also without charge, two (2) additional sets of keys. Landlord shall provide any additional keys requested by Tenant, at Tenant's cost. Upon the expiration date or sooner termination of the Lease, Tenant shall return all keys to Landlord, and shall reimburse Landlord for the cost to replace any keys which are lost or otherwise not returned to Landlord.
5. Tenant shall not move furniture or office equipment in or out of the Building, or dispatch or receive any bulky material, merchandise or materials which require movement through the lobby or use of lobby elevators or lobby stairways (collectively, "moving" or "moved") without Landlord's consent (not to be unreasonably withheld, conditioned or delayed), which shall be requested in writing at least three (3) Business Days prior to such moving. All such moving shall be conducted under Landlord's supervision, at such times and in such a manner as Landlord may reasonably require. Tenant assumes all risks of, and shall be liable for, all damage to articles moved and injury to persons or public as a result of any such moving, and any damage to the Building and/or the Complex caused by such moving shall be repaired by Landlord, at Tenant's cost. Landlord reserves the right to reasonably inspect all freight to be brought into the Building,

and to exclude from the Building any freight which violates these Rules and Regulations or the Lease.

6. Landlord may to the extent reasonably necessary to preserve the Building's structure (i) prescribe size and weight limitations, (ii) designate specific locations within the Premises for safes and other heavy equipment or items, and (iii) require the use of supporting devices, so as to distribute weight in a manner reasonably acceptable to Landlord, provided however, Tenant may deliver written request for Landlord's approval of the size, weight, and location for proposed heavy equipment and confirmation of whether supporting devices are required for such equipment, and if Landlord fails to response to such request within five (5) Business Days of receipt, then Landlord shall be deemed to have approved the size, weight and location of such equipment, without the need for supporting devices.

7. Any damage to the Building resulting from the installation or removal of any property belonging to Tenant or Tenant's agents (unless such damage is caused by Landlord or Landlord's agents) shall be repaired by Tenant or, at Landlord's option, such repairs shall be performed by Landlord, in which case Tenant shall reimburse Landlord for all costs and expenses incurred in connection therewith following written demand and supporting documentation therefor.

8. When not in use, all doors leading from the Premises to the corridors shall be kept closed. Nothing shall be swept or thrown into the corridors, elevator shafts, stairways or any other portion of the common areas.

9. No portion of the Premises shall be used or occupied at any time as sleeping or lodging quarters.

10. Tenant and Tenant's agents shall cooperate with Landlord's employees in keeping the Premises neat and clean. Except as provided to the contrary in the Lease, and subject to all of the terms thereof, Landlord reserves the right to designate and/or approve in writing all internal lighting that may be visible from the public, common or exterior areas. Except as provided to the contrary in the Lease, the design, arrangement, style, color, character, quality and general appearance of the portion of the Premises visible from public, common and exterior areas, and contents of such portion of the Premises, including furniture, fixtures, signs, art work, wall coverings, carpet and decorations, and all changes, additions and replacements thereto shall at all times have a neat professional, attractive, first class office appearance. Tenant shall not enter into any contract with any supplier of towels, water toilet articles, waxing, rug shampooing, venetian blind washing, furniture polishing, lamp servicing, cleaning of electrical fixtures, or other similar services without the prior written consent of Landlord.

11. Tenant shall not employ any person or persons for the purpose of cleaning the Premises without the prior written consent of Landlord. Tenant shall notify Landlord within one (1) Business Day of any material spill or stain on any carpeting within the Premises, so that Landlord may advise the janitorial service to promptly remove such stain.

12. To ensure orderly operation of the Building, no ice, towels, etc. shall be delivered to the Premises except by parties approved in advance by Landlord, which approval shall not be

unreasonably withheld. Notwithstanding the foregoing, water and newspapers may be delivered to the Premises without Landlord's consent.

13. Tenant shall not make or permit any vibration or improper, unusual, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business therein.

14. No machinery, other than normal office equipment, shall be operated in the Premises or in the common areas without Landlord's prior written consent.

15. Landlord shall not be responsible to Tenant or any other party for any loss of or damage to property, whether within the Premises or the common areas, however occurring.

16. No vending or dispensing machines of any kind may be maintained in the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided, however, Tenant shall be permitted to install and maintain vending and dispensing machines for use and consumption by any Tenant Parties.

17. Tenant shall not conduct any activity on or about the Premises, the Building or the Complex which, in Landlord's good faith judgment, would tend to draw pickets, demonstrators, or the like, or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building.

18. Intentionally omitted.

19. Intentionally omitted.

20. Landlord reserves the right to control access to and use of, and monitor and supervise any work in or affecting, the "wire" or telephone, electrical, plumbing or other utility closets, the systems and equipment, and any changes, connections, new installations, and wiring work relating thereto (or Landlord may engage or designate an independent contractor to provide such services). Tenant shall obtain Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed for any such access, use and work in each instance, and shall comply with such requirements as Landlord may reasonably impose, and the other provisions respecting electric installations and connections, respecting telephone lines and connections, and respecting work in general. Except with Landlord's consent as aforesaid, Tenant shall have no right to use any broom closets, storage closets, janitorial closets, or other such closets, rooms and areas whatsoever. Tenant shall not install in or for the Premises any equipment which requires more electric current than Landlord is required to provide under this Lease, without Landlord's prior written approval.

21. Tenant shall not use the Premises for any use which is disreputable, creates fire hazards, or directly results in an increased rate of insurance (beyond ordinary market increases in insurance rates) on the Building, the Complex, or any of its contents.

22. All garbage, refuse, trash and other waste shall be kept by Tenant in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord, subject to respecting hazardous materials.

23. In order to ensure security of the Building and the Complex, except with respect to access to the Conference Center Space by Tenant and members of the public with respect to public hearings or meetings, Landlord reserves the right to: (i) reasonably limit or regulate (but not prohibit) access to the Building during nights and weekends; (ii) exclude from the Building, at any time other than Normal Business Hours, all persons who do not present an employee identification card or a pass to the Building signed by an authorized signatory of Tenant, provided however, Tenant and its employees and authorized personnel shall continue to have access to the Building and the Premises 24 hours per day, 365 days per year. Tenant shall be responsible for all persons to whom it issues such an identification card or pass.

24. The Building is a smoke-free environment, and smoking is not permitted anywhere in the Building, including the common areas and the Premises. Any persons wishing to smoke shall extinguish their cigarettes in the receptacles to be provided outside of the rear entrance to the Building, and are prohibited from discarding cigarette butts on the ground or outside of any building entrance.

25. Tenant shall not waste electricity, water, heat or air conditioning or other utilities or services, and agrees to cooperate with Landlord in Landlord's efforts to cause the Building to operate in and to assure the most effective and energy-efficient manner and shall not allow the adjustment (except by Landlord's authorized building personnel) of any controls. Tenant shall not obstruct, alter or impair the efficient operation of the Building's Systems and equipment, and shall not place any item so as to interfere materially with air flow. Tenant shall keep corridor doors closed.

26. Tenants requiring service shall call Landlord at 973-623-5300, between the hours of 8:30 a.m. and 5:00 p.m., Monday – Friday. In the event of an emergency, whether plumbing, water leaks, power outage, fire, theft, etc., Tenant shall contact Landlord's maintenance department immediately at the above telephone number.

27. No services shall be provided to the Premises unless Tenant makes an application therefor at the office of the Building manager. Employees of Landlord shall not perform any work for Tenant or do anything outside of their regular duties unless under special instructions from Landlord.

28. Tenant shall not conduct, or permit any other person to: (i) conduct any auction within the Premises; (ii) manufacture or store goods, wares or merchandise upon the Premises, except for the storage of usual supplies and inventory to be used by Tenant in the conduct of its business within the Premises; (iii) use the Premises for gambling; (iv) make or permit objectionable noise, vibration or music to emanate from the Premises; (v) adversely affect the indoor air quality of the Premises or building; (vi) produce unusual odors within the Premises; (vii) occupy any portion of the Premises as an office of a public stenographer, or as a barber or manicure shop; (viii) manufacture or sell any intoxicating beverages or tobacco within the Premises; (ix) bring any

explosive object or material into the Building; (x) use strobe or flashing lights in or on the Premises; (xi) use any source of power other than electricity; (xii) operate any electrical or other device from which may emanate electrical, electromagnetic, x-ray, magnetic resonance, energy, microwave, radiation or other waves or fields so to unreasonably interfere with or impair radio, television, microwave, or other broadcasting or reception from or in the Building, or impair or interfere with computers, faxes or telecommunication lines or equipment at the Building or elsewhere, or create a health hazard; (xiii) bring or permit any bicycle or other vehicle (except a wheelchair or cart for a handicapped person), or dog (except in the company of a blind person or except where specifically permitted) or other animal or bird in the Building; or (xiv) do or permit any Tenant's agents or visitors to do upon the Premises or building anything in any way tending to unreasonably disturb, bother, annoy or interfere with Landlord or any other tenant at the Building, or otherwise disrupt orderly and quiet use and occupancy of the Building.

29. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules.

30. Except as expressly provided to the contrary in the Lease, and subject to all of the terms thereof, Tenant shall not at any time cook or sell food in any form by or to any of Tenant's agents or employees or any other parties on the Premises, nor permit any of the same to occur (other than in microwave ovens and coffee makers properly maintained in good and safe working order and repair in lunch rooms or kitchens for employees as may be permitted or installed by Landlord, which does not violate any applicable legal requirements or bother or annoy any other tenant).

31. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord as to quality, type, design and color, and method of attachment.

32. Canvassing, solicitation and peddling in the Building and the Complex are prohibited, and Tenant shall cooperate to prevent the same.

33. Furniture, freight and other large or heavy articles, and all other deliveries may be brought into the Building only at times and in the manner designated by Landlord, and always at the Tenant's sole responsibility and risk. Landlord may inspect items brought into the Building or demised premises with respect to weight or dangerous nature or compliance with all applicable legal requirements. Landlord may (but shall have no obligation to) require that all furniture, equipment, cartons and other articles removed from the Premises or the Building be listed and a removal permit therefor first be obtained from Landlord. Tenant shall not take nor permit Tenant's agents or visitors to take in or out of other entrances or elevators of the Building any item normally taken, or which Landlord otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. Landlord may impose reasonable charges and requirements for the use of freight elevators and loading areas, and reserves the right to alter schedules, provided however, Landlord shall provide at least 24 hours' prior notice to Tenant of any schedule changes, except for schedule changes due to mechanical breakdown or emergency repair of the freight elevator, in

which case Landlord shall provide as much notice to Tenant as is reasonably practical. Any handcarts used at the Building shall have rubber wheels and sideguards, and no other material handling equipment may be brought upon the Building without Landlord's prior written approval.

Tenant may reserve exclusive access to the Building's freight elevator and loading dock in 4 hour minimum blocks on weekdays and Saturdays, and 8 hour minimum blocks on Sundays. Tenant shall designate certain employees to be given access by Landlord to the Building operations software platform, and such designated employees shall enter requests for freight elevator and loading dock reservations (among other tasks) through such platform. The procedures for making such requests/reservations through the currently-existing software platform are attached hereto as Schedule E-1. Landlord shall maintain a software platform for such Building services at all times that is accessible to Tenant 24 hours per day, 365 days per year during the Term. The cost of reserved freight elevator and loading dock access is \$212.18 per hour, which hourly rate is subject to change that is commensurate with the actual increase in costs (without mark-up) to operate the freight elevators and loading docks based on wage increases of the applicable union employees. If Tenant elects, it may share access to the freight elevator and loading dock with another tenant and in such event, the hourly charge shall be split between such parties.

34. Landlord shall have the right to prohibit any advertising within the Premises or the Building by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as an office building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

35. Tenant shall cooperate with Landlord in connection with, and shall participate in (including all of Tenant's employees and invitees who are in the Premises at the time of any fire drill), fire drills for the Building that are organized by or on behalf of Landlord from time to time (not more frequently than once per calendar quarter). Landlord shall give Tenant reasonable advance notice of each fire drill.

36. Intentionally omitted.

37. Tenant shall be responsible for ensuring compliance by Tenant's agents and visitors with these Rules, as they may be amended from time to time upon reasonable prior notice to Tenant. Tenant shall cooperate with any reasonable program or requests by Landlord to monitor and enforce the Rules and Regulations and taking appropriate action against such of the foregoing parties who violate these provisions.

38. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder.

39. Any sums payable by Tenant hereunder shall be considered Additional Charges, and shall be paid pursuant to the terms of the Lease.

40. Unless otherwise defined in these Rules and Regulations, capitalized terms shall have the meaning ascribed to them in the Lease. In the event of any conflict between these Rules and Regulations and the terms and provisions of the Lease, the latter shall control the resolution of such conflict.

41. Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building. No rescission, alteration or waiver of any rule or regulation in favor of one tenant shall operate as a rescission, alteration or waiver in favor of any other tenant.

SCHEDULE E-1

Attached

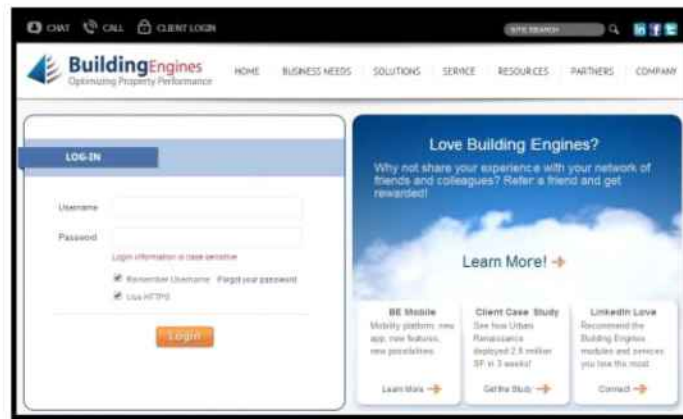
Tenant Guide – Work Order

Logging into Building Engines

Building Engines uses technology that provides access to your personal Tenant account and all associated information using any computer.

Besides a web browser (such as Internet Explorer, Google Chrome, or Mozilla Firefox), no additional downloaded software is required; it's as simple as logging into your favorite website.

Navigate to www.buildingengines.com/login - you will be prompted to provide your Username and Password (provided to you by a member of your property management staff):



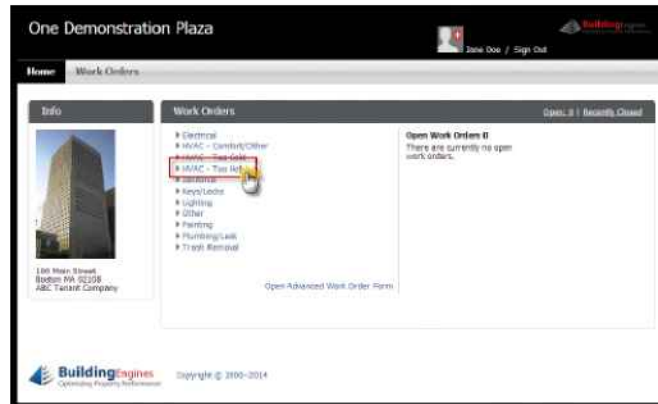
The screenshot shows the BuildingEngines login page. At the top, there is a navigation bar with links for CHAT, CALL, CLIENT LOGIN, and a search bar. Below this, the BuildingEngines logo and tagline are displayed. The main content area is divided into two sections. On the left, there is a 'LOG-IN' section with fields for Username and Password, a 'Login' button, and links for 'Forgot your password?' and 'Forgot your password?'. On the right, there is a 'Love Building Engines?' section with a 'Learn More!' link and three featured articles: 'BE Mobile', 'Client Case Study', and 'LinkedIn Love'.

If you are unsuccessful when attempting to log in, please remember that **usernames and passwords are CaSE SenSative**.

If you are still unsuccessful (after verifying that you are entering the information correctly), use the blue **Forgot your password** hyperlink to recover your login credentials. You may also contact your property manager or tenant coordinator to inquire about your account or recover your login credentials.

After successfully logging in, proceed with the following steps:

1. To quickly and easily submit a work order from your Tenant Homepage, click the hyperlink to the appropriate issue type:



2. Select the appropriate **Floor / Suite**, specify a **Location**, and provide a few additional **Details** for the service request. Click **Save** to submit the new work order:

3. A confirmation message will display with the unique identification number for your work order, as well as a summary of the request details. Click **Ok** to close the confirmation message:



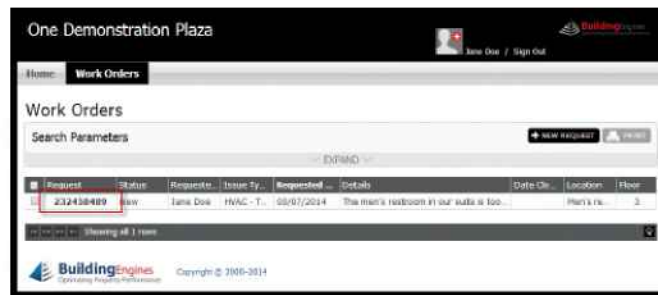
4. The newly created **Open Work Order** will now appear in the list on your Tenant Homepage:



5. To review the status of your work order, navigate to the **Work order** tab from your Tenant Homepage:



6. Click the **Request** number to open the work order and view the details of the service request:



7. The Work Order View displays the current stage of work for the service request in addition to the task/location/requestor details. You may also add any comments or documents that you would like to communicate to the property management staff:

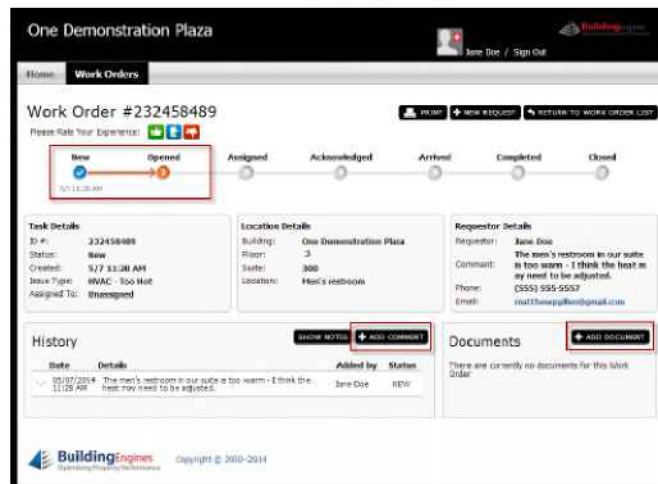


EXHIBIT F

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (defined below) between _____, a _____, as Landlord, and the undersigned as Tenant, for the Premises on the _____ floor(s) of the building located at _____, _____ and commonly known as _____, and hereby certifies as follows:

1. The Lease consists of the original Lease Agreement dated as of _____, 20__ between Tenant and Landlord [‘s predecessor-in-interest] and the following amendments or modifications thereto (if none, please state “none”): _____
_____.

The documents listed above are herein collectively referred to as the “Lease” and represent the entire agreement between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Section 1 above.

3. The Term commenced on _____, 20__, and the Term expires, excluding any renewal options, on _____, 20__, and, other than as expressly set forth in the Lease, Tenant has no options to renew or extend the Term or to purchase all or any part of the Premises or the Building or to terminate or cancel the Lease.

4. Tenant currently occupies the Premises described in the Lease (which is comprised of [x] rentable square feet) and Tenant has not assigned the Lease or transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows (if none, please state “none”):

_____.

5. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is \$ _____.

6. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

7. As of the date hereof, there are no existing defenses or offsets, or, to the

undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

8. No rental has been paid more than 30 days in advance and no security deposit has been delivered to Landlord except as provided in the Lease.

9. If Tenant is a corporation, partnership or other business entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

10. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

11. Other than as approved by Landlord in writing or expressly permitted under the Lease and used in compliance with all applicable laws and insurance requirements and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full, except:

13. As of the date hereof, the Premises are occupied by _____ employees or other personnel of Tenant on a regular basis.

Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Executed as of _____, 20__.

TENANT:

_____,
a _____

By: _____
Name/Title: _____

EXHIBIT G

JANITORIAL SPECIFICATIONS

Daily

General, Private Offices and Lobby Areas

1. Empty wastebaskets and other refuse such as cardboard boxes, which will be flatten and transported by the janitorial company to the outside trash enclosure. NOTE: All refuse not in standard wastebaskets must be designated as trash by the Tenant.
2. Clean and sanitize all drinking fountains.
3. Spot clean desktops.
4. Clean all counter tops.
5. Spot clean tenants' interior glass partitions and doors.
6. Sweep and vacuum all stairways.
7. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
8. All lobby glass doors are to be cleaned nightly.
9. Sweep exterior of building entrances looking for cigarette butts and papers and service entrance urns if applicable.
10. Clean all baseboard ledges, moldings, directory, depositories and window frames.
11. Clean all lobby directory glass.
12. Clean and polish all anodized metal finishes in all lobbies.
13. Clean all entry thresholds.
14. Dust all mullions, sills and other surfaces up to 84" high.
15. Vacuum all carpeted areas.

Washrooms

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean and sanitize all flush rings, drains and over flow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize both sides of toilet seats.
5. Clean and polish all glass mirrors.
6. Empty all containers and insert replacement liners.
7. Wash and sanitize the exterior of all disposal containers.
8. In women's room empty and sanitize interior of sanitary containers.
9. Spot clean metal partitions.
10. Remove spots, stains, and splashes from wall areas adjacent to hand basins.
11. Refill all dispensers to normal limits, this would include the following items; paper towels, toilet tissue, soap dispensers, sanitary napkins, and any other supplies requested by landlord. Note: All supplies will be furnished by janitorial company.
12. Remove fingerprints from doors, doorframes, light switches, door handles, kick and push plates.

13. Check for proper operation of all soap and sanitary napkin dispensers.

Elevators

1. Within each elevator cab, vacuum and spot clean carpet stains.
2. Dust, clean and polish all stainless steel handrails, brushed brass doors and door frames and wipe clean elevator walls.
3. Thoroughly vacuum door tracks.
4. Wipe clean all items on the control panel.

Stairs and Stairwells

1. Wipe clean handrails in stairwells.
2. Damp mop, sweep or vacuum all steps and landings.
3. Wipe clean and dust stairway stringers and undersides if applicable.

Vending and Kitchen Areas

1. Empty, sanitize and provide new liners for all trash receptacles.
2. Wash and sanitize the exterior of all trash receptacles.
3. Wash and sanitize all table and counter tops.
4. Wash and sanitize interior and exterior of microwave oven.
5. Spot clean all cafeteria chairs.
6. Spot clean all wall surfaces.
7. Arrange all tables and chairs in neat order.

Floors: Resilient and Hard

1. Burnish all common area (atrium) granite floors.
2. Dust, mop or sweep all floors.
3. When damp mopping; use only cool fresh water.
4. Remove all spills, smears etc. that did not come off in sweeping and mopping.

Floors: Carpet

1. Vacuum all rugs and carpets including all open areas (not under desks). Remove all gum, staples, paper clip and tar from rug and carpet surfaces.
2. Spot clean all stains with a manufacturer's specified product.
3. Clean all atrium weather mats with a vacuum and damp wipe vinyl edges to remove all dust when mats are in use.

General Requirements and Information

1. Complete "Security Log" and "Janitorial Company Log" in accordance with Landlords Building Closing Procedure.
2. Tenant hallway doors are to remain locked during cleaning. Exterior building doors are not to be held open when removing trash from the building. Your card access must stay with you at all times.
3. Notify the designated Landlord contact of any emergency or security situation, no matter how insignificant it may be.
4. Turn off all lights per Landlord's instruction.
5. The exterior trash enclosure is to be left closed and in a clean and orderly state.
6. All on-site janitorial personnel will wear uniforms deemed appropriate by Landlord, which are supplied by the janitorial company.
7. All supply rooms and janitor closets must be cleaned and organized at the end of each night.

Weekly

General, Private Offices and Lobby Areas

1. Dust all furniture including desks, chairs and tables.
2. Dust all exposed filing cabinets, bookcases and shelves.
3. Low dust all horizontal surfaces to hand height (70") including shelves, moldings and ledges.
4. High dust all horizontal surfaces including shelves, moldings and ledges.
5. Clean all common area HVAC diffusers.
6. Clean public telephone, both mount and phone set.

Washrooms

1. Dust metal partitions.
2. Low/high dust horizontal surfaces including sills, moldings, ledges, shelves frames, exposed ducts and heating outlets.
3. Dust all furniture including tables, chairs and benches.
4. Clean and disinfect floor drains and polish chrome.
5. Scrub all floor areas with germicidal solution.

Vending and Kitchen Areas

1. Low/high dust horizontal surfaces including sills, moldings, ledges, shelves, frames, exposed ducts, heating outlets and vending machines.

Floors: Resilient and Hard

1. Auto scrub main lobby per industry standards and manufacturers recommended procedures.

Floors: Carpet

1. Vacuum entire carpeted areas including all non-open areas not addressed in daily routine, such as under desks.
2. Spot clean as required carpet at entrances to heavy foot traffic areas.

Monthly**General, Private Offices and Lobby Areas**

1. Clean and polish bright metal surfaces to hand height.
2. Remove dust and cobwebs from ceiling tiles.
3. Vacuum HVAC diffusers in ceilings.
4. Hand dust all wood paneled surfaces.
5. Wash all vinyl and metal kick plates on doors.
6. Wet mop all stairwells, including the landings, and wipe down all handrails.

Washrooms

1. Wash and sanitize all metal partitions.
2. Flush toilet bowls and urinals with "Bowlelene" or similar product.
3. Damp wipe restroom and shower tile walls to sanitize.
4. Vacuum HVAC diffusers in ceilings and walls (exhaust ducts).
5. High dust lights, walls and ceiling grills.

Floors: Resilient and Hard

1. Maintain all flooring per industry standards and manufactures recommended procedures.

Quarterly

A schedule specifying the approximate dates for the following quarterly tasks is to be provided by the janitorial company. The purpose of this schedule is to provide a specific time frame for these tasks to be performed and completed so that adherence to the contract specifications is assured. The owner's representative on site will approve this schedule.

General, Private Offices and Lobby Areas

1. Clean and sanitize all telephones.
2. Clean the entire glass surface of all door and partition lights.

3. Dust all window blinds.
4. Dry clean areas adjacent to HVAC diffusers.
5. Clean and polish entire surface of all cleared desktops.
6. Perform all wood surface maintenance.
7. Clean interior of all "high hat" lighting fixtures.
8. High dust all horizontal and vertical surfaces not reached in daily, weekly or monthly cleanings.
9. Dust all picture frames, charts and similar hanging items not dusted in daily, weekly or monthly cleanings.

Washrooms

1. Dry clean areas adjacent to HVAC diffusers.

Vending and Kitchen Areas

1. Vacuum clean the entire seat area of cafeteria chairs.
2. Remove anything attached to the underside of the cafeteria tables.
3. Damp mop under all vending machines.

Semi-Annually

A schedule specifying the approximate dates for the following semi-annual tasks is to be provided by the janitorial company. The purpose of this schedule is to provide a specific time frame for these tasks to be performed and completed so that adherence to the contract specifications is assured. The owner's representative on site will approve this schedule.

General, Private Offices and Lobby Areas

1. Wash all wastebaskets.

Washrooms

1. Wash light fixtures in all washrooms and shower areas.

Carpet Maintenance Program

Daily

1. Spot clean all affected areas, this includes tenant areas.

Monthly

Shampoo areas of common area carpet only as required based on traffic and spills. Note: Shampoo process to be the "double process".

If tenant requires monthly carpet cleaning within their leased office space, the janitorial company will provide an additional price for this service.

Quarterly

1. Pile lift carpet as required in common areas only.

Annually

It is the intent of this program to maximize the carpet appearance through regular and on going care. Entire office area carpet cleaning should be done as required and at the approval of the Landlord.

EXHIBIT H

CONSTRUCTION GUIDELINES - REQUIRED VENDOR/CONTRACTOR LIST

(Attached)



BUILDING RULES AND STANDARDS FOR NEW WORK, REPAIRS AND ALTERATIONS

1. INTRODUCTION

The following set of Construction Rules and Regulations has been formulated to create the most productive work environment for all parties concerned. Your cooperation along with that of your associates is required and demanded for the success of the project. Any questions or circumstances that may arise regarding these Rules and Regulations are to be reported to the Property Manager immediately.

2. LABOR PRACTICES

General Contractor shall warrant that all contractors and sub-contractors will comply with the instructions of Landlord or Landlord's General Contractor for the purpose of avoiding, ending and/or minimizing labor disputes.

3. CONSTRUCTION DOCUMENTS

The review of Tenant drawings in reference to these rules and regulations shall not be interpreted as Landlord's approval of Tenant's design regarding compliance with any applicable Building Codes. It shall not also be interpreted as Landlord's approval of Tenant's capacity required for HVAC, electrical and other necessary services. Accordance with the lease and local Building Codes shall remain the responsibility of the Tenant and Tenant's Consultants.

Tenant will make no alterations, decorations, installations, repairs, additions, improvements or replacements to or about the premises without the Owner's prior written consent. All rules and regulations have been established to monitor construction activities, protect the safety and quality of life of the tenants, and establish a sense of order throughout the property. It will further provide building standard practices, policies, materials, and processes that must be followed during any construction project. It is the responsibility of the tenants to ensure that its Contractors comply with these rules and standards for alterations. A list of pre-approved contractors and mechanics are listed in Exhibit "D."



3.01 Submission of Drawings

Proper submission of drawings is considered when Tenant submits an electronic set of construction documents to the Owner for review prior to commencement of any work. Tenant is to provide physical complete sets of scaled construction drawings; properly stamped by registered architect or professional engineer; at the request of the Construction Project Manager. Only complete drawing sets will be reviewed and time constraints for this review will be dictated by the particular lease agreement. Tenant's licensed Architect / Engineer must include all connected wattage per rentable square foot calculations, C.F.M. per rentable square foot calculations for any such HVAC work and hydraulic calculations for sprinkler systems that will be installed. Aside from all other requirements, construction will not be permitted to begin until these calculations are submitted for review.

Where the proposed alterations affect the Building's existing mechanical, plumbing, fire alarm, electrical or structural systems, Owner shall refer Tenant's drawings to Owner's consulting engineers for review. Unless otherwise outlined in the lease, Tenant will be responsible to pay the Owner's out-of-pocket cost plus reasonable surcharge for the review of such drawings as well as related for duplication, courier, and other administrative costs.

The following documents must be submitted prior to the start of construction:

- a) Building Permit
- b) Proper evidence of Insurance Coverage
- c) Final Landlord Approved set of Construction Drawings
- d) Permit set of Approved Construction Drawings
- e) Construction schedule
- f) List of telephone numbers and address for all contacts, including contractor's home office contacts, all sub-contractors, emergency numbers and contacts (Exhibit A)

3.02 Compliance with Rules & Standards

All structural, life safety, electrical, architectural and mechanical design and construction work of proposed "Tenant Changes" must comply with the rules and regulations of the Department of Buildings, the City, State and Federal Government agencies having jurisdiction, the Administrative Code of the City in which work is taking place, and the Building Rules and Standards contained within.



3.03 Permits

No work shall be permitted to commence without the Owner being furnished with all stamped building applications, permits and approvals so as to comply with the Rules and Regulations of the Department of Buildings and any other agencies having jurisdiction. All projects requiring the installation, removal or relocation of electrical outlets, fixtures, circuits, fire alarm systems devices or equipment, sprinkler heads and/or HVAC ductwork, or the modification of paths of egress shall be filed with the proper jurisdictional entities.

4. INSURANCE REQUIREMENTS

The Contractor, before commencing any work on premises or permitting any Sub-contractor to commence work, shall assure that evidence of insurance is in force at all times until completion of the work. Contractor and sub-contractors will submit to the Owner original Certificates of Insurance to the Owner as outlined in Exhibit "B."

- A. All required insurance shall remain in effect at least until final payment (and longer if expressly required in this Insurance Exhibit) and at all times thereafter when Contractor may be correcting, removing, or replacing defective work as a warranty or correction obligation, or otherwise, or returning to the project to conduct other tasks arising from any operations, services and/or work.
- B. Contractor is responsible to notify Owner immediately of any cancellation or non-renewal of insurance. All required insurance shall be endorsed to provide that Owner receives thirty (30) days prior written notice of cancellation or nonrenewal, or ten (10) days for nonpayment of premium.
- C. Contractor shall cooperate with Owner's insurers. Contractor shall notify Owner in writing as soon as practicable after they receive notice of any loss, damage, or injury or are aware of an incident which might give rise to a claim in the future. Contractor shall take no action which might operate to bar Owner or Manager from obtaining protection afforded by Contractor's insurance policies or which might prejudice Owner or Manager in its defense to a claim based on such loss, damage, or injury.
- D. The minimum limits set forth herein will not be construed as a limitation of Owner or Manager rights under any insurance policy with higher limits, and no insurance policy maintained by Contractor or any subcontractors, of any tier, shall be endorsed to include such a limitation.



5. HOLD HARMLESS

The Contractor agrees to indemnify and save harmless the Owner, its officers, agents and employees against and from all claims by or on behalf of any person arising out of the conduct or operations of the Contractor hereunder and will further indemnify and save harmless the Owner, its officers, agents and employees against and from all claim (including counsel's fees and other costs and expenses of litigation) from any cause whatsoever resulting from, incidental to, or in connection with the work hereunder caused by the negligence of the Contractor or its agents, servants, employees or licensees.

6. TENANT'S RESPONSIBILITIES

Owner shall not be responsible for any disturbance or deficiency created in the air-conditioning or other mechanical, electrical or structural facilities within the building by Tenant's Contractors as a result of the alterations. If such disturbance or deficiency results, it shall be the Tenant's responsibility to correct the resulting conditions immediately and to restore the services to the complete satisfaction of the Owner, its architect, and engineers. Tenant is responsible to control its contractor and ensure its contractor complies with the building's Rules and Regulations. Unless otherwise stated in the lease, Tenant is responsible for prompt payment of services rendered by the Owner's tradesmen and for payment of any fines and encumbrances caused by its contractor.

6.01 Violation of Building Rules and Standards

Violations of the Building Rules and Standards may result in shut down of work. There will be no liability whatsoever imposed on Owner for shutdown of work. Tenant is urged to ensure its Contractors comply with the Building Rules and Standards and all other safety measures in accordance with OSHA requirements and reasonable work practices.

6.02 Liens

In the event that the Contractor, Subcontractors, Consultants, Suppliers or Material men file a lien on the property for non-payment of charges, it will be Tenant's responsibility to immediately file a bond, time being of the essence, to remove the lien from Owner's property and submit proof of removal to the Owner's office. Please reference lease agreement for any additional requirements.



7. PROTECTION OF PUBLIC AREAS & BUILDING EQUIPMENT

All public areas such as elevator lobbies, corridors, toilets and service halls shall be protected to the satisfaction of the Building Owner. As a minimum, flooring is to be protected using clean masonite, consecutively joined and secured with tape to prevent movement or trip hazards. Walls and elevators are to be protected as required with construction paper and/or masonite/plywood to prevent damage or grime. Equipment and other property belonging to the Building shall also receive protection, and be refurbished if damaged in the course of construction, to the satisfaction of the Owner. Tenant will incur building charges if its Contractor caused damage to the building requiring repair by the building staff including cleanup and monitoring of work. Tenant will be responsible to reimburse owner within 30 days rendering of invoices.

The Tenant will be held responsible for all damages and housekeeping repairs to the elevator shaft, stairwells, utility closets, roof/setbacks, loading dock and building public areas. Tenants are not permitted to drill, bore or use fasteners on walls associated with elevator shaftways or stairwells.

Contractor must ensure doors, hardware, and fixtures and finishes of stairwells/utility closet doors, restrooms, passenger/freight elevator lobbies and restrooms do not sustain any damage or abuse during the course of its work. Any damages must be immediately repaired to the satisfaction of the Owner within 48 hours. Issues that are not immediately addressed will be corrected by the Owner and charged back to Tenant.

All work occurring in the Street and Lobby levels or in areas accessible to the general public shall be enclosed behind building standard temporary partitions. Dimensioned plan drawings showing the location of all temporary partitions shall be submitted to the Building Management Office for review and approval. Partitions shall include a lockable hollow metal door with metal frame. Partitions shall be primed and painted in colors approved by the Building Management Office.

All ceiling work occurring in the Street and Lobby levels or in areas accessible to the general public shall be closed at the completion of each work shift to give a finished appearance during normal Building working hours.



8. CONTRACTOR'S DRAWINGS

Upon completion of work, the Tenant shall provide the Owner with the Contractor's as-built drawings, indicating any changes to the existing architectural, electrical, mechanical, plumbing or structural plans. Accurate AutoCAD files, generated as-built, shall be furnished as part of the closeout package within 30 days completion of the project. All wires must be properly tagged at electrical panels, and all panels properly balanced after addition of separate circuits. All plumbing valves must likewise be properly tagged. All plumbing lines, electrical lines and telephone wires in another Tenants' premises must be tagged to the Owner's approval before completion of project. Directory for the electrical panels are to be in typed-form.

9. OWNER'S INSPECTION OF WORK

All work shall be subject to inspection by the Owner. Such inspection shall be at Building's expense. As a result of the inspection, if any objection is made by the Owner or its Representative, Tenant's contractor will correct all items identified within 48 hours at the Tenant's expense, unless related to a life safety issue where correction of work must be accomplished immediately upon notification.

Unless otherwise specified in the lease, Owner will have the right to charge Tenant for re-inspection at out-of-pocket cost plus reasonable surcharge in the event multiple re-inspections are required by the Owner due to non-compliance with the building standards by the Tenant's contractor.

9.01 Refusal of Permission

The Owner reserves the right to refuse a contractor, whose pre-qualification document is not fully completed or contains questionable information, or who does not comply with the Building Rules and Building Standards. The Owner also reserves the right to halt construction upon failure of the Contractor to comply with these rules and standards. The owner will not be held responsible whatsoever for halting of work.

9.02 Amendment to Rules and Standards

The Owner reserves the right to change any of these Rules and Standards at any time. Tenant will be responsible for obtaining the latest version of the building's regulations for alterations and ensures its contractors understand them and comply fully.



10. CONTRACTOR'S RESPONSIBILITIES

The Tenant's General Contractor must:

- A. Perform a pre-construction walkthrough with the tenant and owner to identify any irregularities that may exist in the premises or utility areas prior to start of tenant's work.
- B. Have a full-time English speaking Superintendent or Foreman on premises at all times, (while work is being performed, during inspections and during rubbish removals and deliveries.)
- C. Police project at all times, continually keeping area in broom clean condition.
- D. Maintain cleanliness and protection of all areas, including elevators, lobbies, stairwells, loading docks, bathrooms, etc.
- E. Install proper protection in front and top of all peripheral air-handling units and thoroughly clean and vacuum the interiors at completion of work.
- F. Ensure hazards do not exist and all OSHA requirements are being met.
- G. Block off supply and return grills, diffusers and ducts to keep dust and odors from migrating into the Building's air handling systems, tenant occupied areas within the work site, or other adjoining tenant spaces.
- H. Avoid and prevent disturbance to other tenants. Continuation of receiving up to 3 complaints from adjoining tenants will subject tenant performing the work to "monitoring" charges. Tenant will be responsible to reimburse owner for "monitoring" charges upon 30 days rendering of invoices.
- I. Not allow work to be performed in any of the building's mechanical equipment rooms, service areas or electrical utility closets by any contractors other than those pre-approved by the Owner.
- J. Not display any negligence with its work or responsibilities, otherwise Tenant shall be charged for any corrective work done by the Owner.



- K. Coordinate with the Owner and hire security personnel for access into other tenant areas for approved work with the Building Office.
- L. Always provide security on the job site to ensure the work site is secured after hours without compromising any life safety or egress devices.
- M. Post all Building Department permits in conspicuous areas at all times.
- N. Maintain a complete set of Building Department approved drawings on the job site.
- O. Keep all fire exits and/or stairways clear and accessible at all times. Non-compliance with this directive will subject Tenant to halting of work and/or posting of security personnel of the work site at the Tenant's expense.
- P. Not use fire exits and/or stairways as a means of daily egress from the job site unless authorized by Building Management.
- Q. Coordinate removal of dumpsters/debris with the Owner.
- R. Use the building's approved security and fire alarm contractors to temporarily disconnect base building systems and later reconnect at Tenant's expense.
- S. Provide Owner with an emergency contact list of both onsite and offsite management supervisors.
- T. Comply with Fire Department requirements concerning brazing, soldering, and welding activities. Ensure appropriate individuals possess current Certificates of Fitness to display to building's Fire Safety Director.
- U. Not allow radio playing or horse playing.
- V. Inform the owner of any injuries that take place on the job site in connection with tenant's work and submit accident reports immediately.
- W. Stencil name of contractor(s) on all tool cabinets and gang boxes.



11. FIRE DETECTION/PROTECTION SYSTEM

To meet Code requirements for floor coverage, Fire Detection/Protection System must be on-line during non-business hours.

If the above cannot be met, a fire watch must be maintained with a 48-hour advance notification to the Owner that the fire detection/protection systems are off-line.

All requests to take Class "E" System off-line (including sprinkler system drain downs) must be made in writing to the Owner a minimum of 48 hours in advance. On the day of the shutdown, the Contractor's supervisor must check in at the Lobby desk or Management Office for shutdown to be initiated. At completion of work, Contractor's supervisor must check out at the Lobby Desk. Failure to comply may result in shutting down of the job.

12. STAIRWELLS

The use of base building stairwells to store materials or equipment is strictly prohibited. When applicable, a stairwell will be designated for traveling between floors to minimize dust and debris. The practice 'of chocking open doors' or make hardware inoperative is prohibited. Violation of the above restrictions may result in a fine of \$500 per incident, billable to the responsible Tenant.

13. EQUIPMENT ROOM & BASE BUILDING UTILITY CLOSETS

Tenant must ensure that access into all equipment rooms and base building utility closets are not encumbered in any way. For any of Tenant's work that obstructs base building areas or is installed in non-leased areas of the building without authorization, Tenant must promptly remove the work at its sole cost & expense. Failure to do so within 48-hour notice from Owner will subject Tenant to default of lease.

14. CONSTRUCTION SCHEDULE

General Contractor shall furnish a detailed construction schedule. Essential start dates and completion dates are required for all trades.

Time is of the essence with respect to all dates of completion to the extent consistent with sound professional practices. The consultant(s) shall comply strictly with the time limits set forth in the Project Schedule.



15. DELIVERIES

All construction deliveries (move-in/move-out activity) must be prescheduled (24 hours in advance) with Onyx Management Office/Property Manager and Onyx Construction Department. Deliveries of heavy items or in large quantities must also be noted on the Construction Schedule.

The Onyx Management Office must have a Certificate of Insurance from the delivery company prior to any delivery.

All Common Area Building floors and walls must be properly protected with Masonite at all times of deliveries.

Items being delivered to the property must be transported directly from the delivery vehicle to the designated tenant space.

16. CONTRACTOR WORK AREA AND PRACTICES

Tenant Contractor's and/or General Contractor's work material and supplies shall be confined to the premises. No work or material is to be conducted or stored in service corridors or common areas. Each contractor, in addition to their premises shall be responsible for all debris and equipment left in common areas surrounding their premises.

It is the Contractor's responsibility to secure tools, equipment and material within their premises at the end of each day. All trash and construction debris is to be removed promptly each night to Landlord's designated dumpsters. No equipment, materials or debris is to be stored in common areas or service corridors at any time.

Contractors, sub-contractors, and material suppliers may NOT display any advertising signs, billboards, etc. in public areas without prior written consent from Onyx Management Group.

Tenant Contractor must provide an entry carpet within their barricade (where applicable) to prevent dust from trailing out to the common area. Tenant Contractor shall also be responsible for the mopping and sweeping of common areas.



Contractor is responsible for the appropriate attire of its employees (shirts w/company name and/or logo preferred). Proper work attire is expected, and workers must look neat and presentable. Ripped jeans, cut off shorts, etc. are not allowed. Shirts and shoes must always be worn while in the Building or on the grounds.

Tenant's work shall be coordinated with all work being performed by Landlord and other tenant work to the extent that Tenant's work shall not interfere with or delay the completion of any other work.

17. GENERAL DEMOLITION AND CONSTRUCTION

All demolition, removals, chopping and core drilling, or other categories of work that may inconvenience other Tenants or disturb Building operations must be performed either before 8:00 A.M., or after 6:00 P.M. on weekdays or on weekends. This note shall apply to all work impacting tenants except work that impacts the Street or Lobby areas. Any work affecting the Street or Lobby areas shall have no impact to any restaurant or food operations in the building. Work of this type cannot occur during restaurant or food hours of operation. The Owner shall be provided with a written notice at least 48 hours in advance of intended scope of work. If said work must occur in another Tenant's premises (i.e. plumbing, electrical, structural, etc.), a minimum notification of five (5) working days is required. The delivery, handling and installation of materials, equipment and debris must be arranged to avoid any inconvenience and annoyance to other Tenants. Cleaning must be performed to prevent dirt and dust from infiltrating into adjacent tenant premises and mechanical areas.

Demolition, chopping, core drilling or other noise generating activity will be permitted only before 8:00 A.M., after 6:00 P.M., between Monday and Friday, or on weekends. Advance approval must be obtained from Owner for any chopping or core drilling work.

The Tenant shall do all work in accordance with all Federal, State and City Codes having jurisdiction, as well as all applicable local laws. All work shall be in accordance with the lease agreement, Contract documents, and these Building Standards.

It is imperative that all building services be operable at all times. In the event Tenant's work requires disruption of building services, a minimum of 48 hours advance notice must be submitted to building management.

All keys for the premises shall be keyed to Building's master key system. The general contractor shall contact the Building's Chief Engineer, in advance, to review Building standard.



17.01 HVAC

It is the intent of this document to establish minimum criteria of equipment and installation for work done in the building.

All equipment and materials shall be BSA and MEA approved, listed by Underwriters Laboratories, Inc., manufactured in accordance with ASME, ANSI, IEEE Standards, where applicable, and the local authorities having jurisdiction must approve all work.

Torch welding or any smoke producing activity must be scheduled with the Onyx Management Group Office/Property Manager or Onyx Construction Department at least 24 hours in advance of work. Only persons having valid welding credentials on his person shall perform welding. During the welding operations there must be a person in the capacity of firewatcher, having fire extinguisher and protective blankets. Contractor must comply with all fire codes.

Any shutdowns of Building Mechanical Systems shall be coordinated with a minimum of 48 hours advance written notice to the Owner and shall be performed in a manner that does not interfere with other Tenants.

If a portion of the floor is to be balanced, the contractor will be responsible for traverse readings to the outlying areas and the possible rebalance of the entire floor to assure that the new work does not adversely affect other areas of Tenant's premises or other existing tenants.

Tenant shall obtain air readings and fan readings prior to construction. Traverse main ducts that are supplying air to a particular space, prior to design of the area to determine available quantity of CFM amperage, RPM and static pressures of the fan should be checked to verify air handler operating conditions. All readings are to be turned over to the Owner for review. The air balancer is to contact the Owner 48 hours prior to arrival for the building to arrange for the witness of traverse readings.

Written notification to the Owner must be made each time CFM readings are taken. Submit copy of balance report to Owner.

All ceiling materials that are broken or removed during the pre-design readings and during or post construction are to be replaced at Tenant's expense.

All unused ductwork, piping and controls must be removed back to the source at Tenant's expense. Unused openings in main ducts shall be blanked-off and sealed airtight.



Any fire dampers not required by local Building Codes must be removed and ductwork insulation restored. Tenant shall install fire damper where required in connection.

No plastic piping shall be permitted in the Building.

All mechanical systems shall be constructed in accordance with local Building Code. Material and equipment shall be approved for use and shall be BSA approved and shall have MEA Nos. as necessary/applicable.

All vibrating and/or noise generating equipment shall be approved by the Owner and effectively isolated from structure by the Contractor so as to cause no interference to other Tenants.

Rebalance all systems that are affected by Tenant work. Prior to performing air balance procedures, Tenant's balancer must contact Owner to verify operation of system.

Throughout the areas of Tenant alterations, reasonable access shall be provided for all fire dampers, control devices, valves, and other items that may require inspection, service or maintenance.

Outdoor air intake ductwork and supply ductwork for interior and perimeter systems shall be fully insulated. Provide and/or repair insulation as necessary for complete coverage.

Contractor shall be responsible for the cleaning of induction unit lint screens, coil fins, spray nozzles and enclosure after work.

Building Controls vendor, Automatic Logic and Controls Solution Group must be used for HVAC controls.

Condenser lines shall be 2" copper or steel

There must be a minimum of two (2) feet of clearance around the perimeter HVAC units to allow access at all times for repairs and maintenance.

17.02 Plumbing

Tenant shall coordinate any fire alarm shutdown (for welding, brazing, etc.) within 48 hours of scheduled work.



Any temporary connections required to maintain building services in connection with Tenant's work must be performed after hours, in coordination with all affected parties including other Tenants at sole cost and expense of affecting Tenant.

If this trade must perform work in occupied areas, it shall make arrangements with the General Contractor and the Owner at least five (5) days in advance as to the time and method by which this work shall be performed. Arrange for all adjacent areas to be properly protected against damage, dirt and dust.

No propress shall be used in the building.

Any domestic water lines running through building common areas shall be 2" copper.

All fixtures and plumbing hardware shall be approved by ownership.

All waste lines 1" or smaller shall be copper DWV.

17.03 Electrical

Electrical Construction Drawings shall include a lighting fixture schedule complete with lamp and ballast requirements, a detailed load calculations indicating proposed wattage per square foot connected, indicate the continuous electrical load and demand load being imposed at each panel board and at the point of connection to the building's bus duct riser system. Specifications shall detail all materials to be used. Work may not proceed until drawings are approved and written notification to proceed is received from the electrical department. The Tenant shall pay cost of this review by the Landlord's engineer.

Start of work and all access to building electrical closets must be coordinated with Owner. Any electrical contractor working in an electric closet without consent of the Owner will be barred from working in the building. Prior to commencement of installation of electrical equipment inside Building electrical closets, a sketch of proposed layout of transformers, panels and troughs, will be submitted to Owner for approval.

Proper temporary lighting and power must be installed and maintained in all work areas. Temporary light and power stringers shall utilize approved wire nut C-tap terminations. Lamp holders shall have left handed screw shell lamp holders and non-metallic lamp guards. All



temporary lighting and power panels must be removed upon completion of project. And comply with height regulations according to local code.

Work shall not be done on energized equipment.

Shutdown of electrical service (bus duct) shall be scheduled with advance written notice. Owner will coordinate the power outage with all Tenants sharing the bus duct riser. However, if any tenant on the riser requires uninterrupted electrical service during the course of the outage, it shall be the responsibility of the Tenant performing the work to install temporary feeder(s) to the affected Tenant(s), at the sole cost of the Tenant. An electrical contractor designated by the Building shall be used to install these temporary feeders under the direction of the Owner. All proper (OSHA) lock out tag out procedures must be enforced.

At no time shall both bus ducts serving a floor be shut down simultaneously.

When required by local Building Code, a test of the emergency egress lighting system is to be performed before Tenant occupancy. Test shall be performed after dark (at least 1 hour after sunset); to simulate power failure on all lighting circuits. Take light level readings along paths of egress utilizing a foot candle meter; record readings on a reduced scale (1/16"=1'0") floor plan. Readings shall be taken at the midpoint between emergency fixtures at a height of 18 inches above floor. Submit sealed and signed copy of the floor plan and readings to the Building Department indicating results of emergency egress lighting test.

Electric Closets:

Panel cover trims must be properly installed at the end of every workday. Electric closets shall be kept clear of debris and foreign materials. Contractors shall not use electric closets for storage of materials or equipment. At the completion of the project, electric closets shall be left clean to the satisfaction of the Owner. Tenant must not install telephone/communication/computer/data/IT equipment in electrical closets. All conduits penetrating slabs and wall to have 33+ tape and proper Kindorf/Riser clamps and fire stop materials.

Electrical sub-meters shall be approved by ownership.

All main electrical floor trenches shall be kept clear of all obstructions and/or furniture. To facilitate access, carpet tiles are the only acceptable floor covering allowed over main electrical trenches.



17.04 Life Safety Systems

The owner warrants to Tenant that all systems are fully operational at the time the contractor commences work. Tenant assumes full liability for damages to equipment that are the result of their contractor's work where the procedures and practices of this section are not followed.

The work, in general, includes but is not limited to all removals, modifications, adjustments, and installations involving any of the Fire Alarm, Security, or Energy Management Systems.

Tenant's contractor shall fully protect all existing equipment and materials from damage when work is performed on or around any installed systems. Each system shall be re-installed to the condition found prior to the start of any work by the contractor.

Tenant's contractor must utilize the Owner's fire alarm vendor for each system installed (No Exceptions). The fire alarm vendor may be designated as the Owner representative during construction, and until the work is completed & tested. Supervision of installation & final test are to be performed at the Tenant's expense.

Cost for re-programming changes to the class E System including device inventory sheets, CAD floor plans, riser diagrams, etc. will be borne by the Tenant.

17.05 Fire Detection / Protection System

In order for the fire detection/protection system to meet local Building Code requirements, floor coverage must be on-line during non-business hours. (Non-business hours are defined as 5 PM - 8 AM Monday - Friday, and all hours Saturday, Sunday, and Holidays)

If the above cannot be met, a fire watch must be maintained with a 48-hour advance notification to the Owner that fire detection/protection systems are off-line. Fire watch must have valid certificates of fitness issued by the NYC Fire Department and must be filed with the Building Management Office prior to the standing of the watch

17.06 Sprinklers

Before commencement of any work, complete and detailed working plans shall have been submitted and approved by the Building Department and other agencies having jurisdiction thereof.



The installation shall be accomplished by an authorized sprinkler contractor recognized as a fully experienced specialist in the automatic sprinkler systems by local authorities.

Shut-down, drainage and testing of sprinkler system shall be coordinated with Owner with a minimum of 48 hours advanced written notice.

Torch welding or any smoke producing activity must be scheduled with the Onyx Management Group Office/Property Manager or Onyx Construction Department at least 48 hours in advance of work. Only persons having valid welding credentials on his person shall perform welding. During the welding operations there must be a person in the capacity of firewatcher, having fire extinguisher and protective blankets. Contractor must comply with all fire codes.

New hydraulic calculation signage is to be furnished and stairwell placard updated as required.

Fire protection systems must be reactivated at the close of the contractor's business day. The contractor shall standby as the Building's Engineers refill system to assure there are no leaks. If contractor is unable to comply, a fire watch will be posted and associated costs will be borne by the tenant.

All tie-ins to Building risers must occur on overtime and Building Management must be provided with a minimum of five (5) day written notice.

No tenant sprinkler or standpipe connections may penetrate any other floor slabs to feed adjacent floors.

17.07 Roofing

All roof work must be approved by and coordinated with Management.

Roof area must be kept clean of all debris. All excess materials, flashing, sheet metal screws, etc. must be removed.

Prior to installation of new equipment, Tenant shall have submitted for Landlord's approval, heating, ventilation, air conditioning design information, cooling and heating loads, and equipment data. The Landlord prior to installation shall approve all changes, additions, or replacements of A/C equipment. Such changes, additions or replacements of A/C equipment shall be subject to Landlord's A/C contractor's final inspection and approval.



Landlord requires a roof warranty for all roof penetrations created or modified during construction.

All work on roof must be performed by building roof vendor.

18. NO SMOKING POLICY

Smoking is prohibited on the premises, common areas or base building construction site.

"No Smoking" signs shall be posted at all combustible and or flammable materials spraying areas and storage rooms.

19. CONDUCT

Contractor shall perform its services in a manner consistent with that degree of professional skill, care and diligence exercised by members of the same profession and discipline currently practicing under similar circumstances and to the satisfaction of Owner.

GC/CM shall ensure mandatory substance abuse testing for all contractors, Subcontractor and any sub-tier Subcontractor employees in a post-accident situation. GC/CM shall perform substance abuse testing for all contractor, Subcontractor and any sub-tier Subcontractor employees where reasonable suspicion exists. Contractor shall prohibit any person failing to pass such substance abuse test from performing work on the Project. Such substance abuse testing shall be conducted within the parameters of accepted industry standards and recognized best practices. Service vendors and material delivery personnel are exempted from this provision. A written substance abuse program shall be developed and submitted.

All workers shall maintain a professional manner while on the Premises including but not limited to: no abusive language; no use of any alcoholic beverage; no use of any drug defined substance; no use of any items that can be termed weapons (excluding construction tools, i.e. power active tools); no loud music.

Violators will be removed at the discretion of Management.

20. PARKING

Contractors are not permitted to park in the loading dock/zone. When materials have been unloaded, the Contractor must move their vehicle to an unreserved parking space in the



parking lot, service area, or garage. Contractors are not permitted to park in "Visitor" designated parking areas.

Do not block driveways, sidewalks, handicap ramps, entryways, etc. Parking is prohibited in the fire lanes and in all areas not designated as parking. Onyx Property Manager may provide limited parking for contractors' vehicles (if available). Vehicles parked in undesignated areas will be towed at the vehicle owner's expense.

Site Contractors Only: Any request to store construction materials outside the Premises in the parking lot must be approved in writing in advance by the Onyx Management Office and/or Onyx Construction Department.

21. PROHIBITED WORK / PRACTICES AND HAZARDOUS MATERIALS

Any work performed at the Building's parking lots, garages, etc.; require adequate distance from any parked vehicles. The work area should always be cautioned off and protected. Any work generating large amounts of dust (e.g. grinding or cutting of masonry) or any other debris, which may cause damage to any parked vehicles, must be performed after hours and coordinated in advance with the Onyx Management Office or Onyx Property Manager.

All construction dealing with excessive noise levels shall be scheduled with Management.

Any use of hazardous materials must be scheduled with Management. MATERIAL SAFETY DATA SHEETS must be provided prior to the start of construction.

22. PUNCH-LIST

A member of Management will compile the Landlord Punch-list. All work not completed may, at Landlord's option, be completed by Landlord. Costs for such repairs shall be deducted from Contractor's deposit and/or Tenant Improvement Allowance.

23. CLOSE-OUT PACKAGE REQUIREMENTS

The following items will be required as Closeout Package to be submitted to Management:

- a) Certificate of Occupancy/Approval
- b) Copy of all inspection sign offs/approvals
- c) Roofing Contractor's warranty and notice of work completion
- d) All required Warranties



- e) Construction As-Built Drawings in PDF and CAD format
- f) Completed Landlord Punch-list (with Landlord Representative sign-off)
- g) List of all sub-contractors and contract amounts
- h) Unconditional Lien Waiver from all Sub-Contractors
- i) Unconditional Lien Waiver from General Contractor

Management reserves the right to add other restrictions to those listed above as may be deemed necessary for the comfort and safety of all tenants and visitors.



**TWO GATEWAY CENTER PROPERTY OWNERS, LLC
PREFERRED VENDORS LIST**

REQUIRED VENDORS

SERVICE DESCRIPTION	VENDOR NAME	ADDRESS	MAIN CONTACT	PHONE	E-MAIL
FIRE ALARM	Surf Fire & Security	509 Parkwood Ave Toms River NJ 08753	Lucas DeLosh	732-929-3792	lucad@surf-fire.com

PREFERRED VENDORS

SERVICE DESCRIPTION	VENDOR NAME	ADDRESS	MAIN CONTACT	PHONE	E-MAIL
HVAC	Industrial Cooling Co.	70 Liberty St Metuchen NJ 08840	Peter Ponzio	732-744-9200	pponzio@ic-hvac.com
HVAC	J. Moore & Co.	118 Naylin Ave Livingston NJ 07039	Mike Candido	973-992-6970	mjans@moore.com
HVAC	F&G Mechanical	348 New Country Road Secaucus, NJ 07094	Mark Minguilo	201-864-3580	markminguito@famech.com
ELECTRIC	Unity Electric	One Madison Ave, Suite F1 E. Rutherford NJ 07073	John Sierchio	973-272-0700	jsierchio@unitye.com
ELECTRIC	Star-Lo Electric, Inc.	32 S. Jefferson Rd Whippany, NJ 07981	Chris Gero	973-515-0500	cgero@star-lo.com
ELECTRIC	Absolute Electrical Contracting of NJ	188 Eagle Rock Avenue, Suite 6 Roseland, NJ 07068	Vincent Glaine	212-871-7710	vbrindisi@absolutelctricnl.com
BMS Control	Control Solutions Group	122 West 27th Street, 5th Fl New York, NY 10001	Brandon Murphy	848-206-2853	bmurphy@controlsolutionsgroup.com
ACCESS CONTROLS/TURNSTILES	ADT		Brandon Murphy	848-206-2853	bmurphy@adt.com

EXHIBIT I

RENEWAL OPTIONS

1. (a) Tenant, provided no Event of Default is then in existence under this Lease, shall have the option (herein called the “**First Renewal Option**”) to extend the Term for an additional ten (10) year period (the “**First Renewal Term**”), which First Renewal Term shall commence on the date immediately succeeding the Expiration Date, and end on the tenth (10th) anniversary of the Expiration Date (such anniversary being herein called the “**First Renewal Expiration Date**”). The First Renewal Option shall be exercisable only by Tenant giving Landlord written notice of such exercise (herein called a “**Renewal Notice**”), which notice shall be received by Landlord not later than the date that is fifteen (15) months prior, nor earlier than the date that is twenty-four (24) months, prior to the Expiration Date (time being of the essence). Landlord, at its option, may render the Renewal Notice null and void upon notice thereof to Tenant if, at the time that Landlord receives the same or as of the date the First Renewal Term is scheduled to commence, any Event of Default exists under this Lease.

(b) Tenant, provided no Event of Default is then in existence under this Lease, and Tenant shall have previously exercised the First Renewal Option, shall have the option (herein called the “**Second Renewal Option**”); the First Renewal Option and the Second Renewal Option are sometimes hereinafter referred to individually as a “**Renewal Option**” and together as the “**Renewal Options**”) to extend the Term for an additional ten (10) year period (the “**Second Renewal Term**”); the First Renewal Term and the Second Renewal Term are sometimes hereinafter referred to individually as a “**Renewal Term**” and together as the “**Renewal Terms**”), which Second Renewal Term shall commence on the date immediately succeeding the First Renewal Expiration Date, and end on the tenth (10th) anniversary of the First Renewal Expiration Date (such anniversary being herein called the “**Second Renewal Expiration Date**”); the First Renewal Expiration Date and the Second Renewal Expiration are sometimes hereinafter referred to individually as a “**Renewal Expiration Date**” and together as the “**Renewal Expiration Dates**”). The Second Renewal Option shall be exercisable only by Tenant giving Landlord a written Renewal Notice, which Renewal Notice shall be received by Landlord not later than the date that is fifteen (15) months prior, nor earlier than the date that is twenty-four (24) months, prior to the First Renewal Expiration Date (time being of the essence). Landlord, at its option, may render the Renewal Notice null and void upon notice thereof to Tenant if, at the time that Landlord receives the same or as of the date the Second Renewal Term is scheduled to commence, any Event of Default exists under this Lease.

2. If Tenant exercises a Renewal Option in accordance with the terms set forth above, then this Lease shall thereupon be extended for the Renewal Term in question upon all the same terms, covenants and conditions as are contained in this Lease and applicable prior to the Renewal Term in question, except that for, and during, such Renewal Term: (1) the Base Rent for each Lease Year during the Renewal Term shall be the Renewal Term Base Rent (as hereinafter defined) for the Renewal Term, as determined as hereinafter set forth; (2) the Expiration Date shall be the Renewal Expiration Date for such Renewal Term; (3) any provisions of this Lease setting forth (i) work letter or other work obligations of Landlord, (ii) work allowances or contributions to be made

by Landlord or (iii) abatements of Rent, shall not apply; and (4) the provisions of Section 1 above relating to Tenant's right to renew the Term for the Renewal Term in question shall not be applicable, and (iv) the Base Year shall be the first Lease Year of the applicable Renewal Term.

3. (a) As used herein, the term "**Renewal Term Base Rent**" for a Renewal Term shall mean a Base Rent payable at a per annum rate equal to the product of (i) the Renewal Fair Market Base Rent for such Renewal Term, multiplied by (ii) the number of rentable square feet in the Premises. At Tenant's written request delivered to Landlord at any time before the date that is sixty (60) days prior to the date by which Tenant is required to exercise its Renewal Option for a particular Renewal Period, Landlord shall provide Tenant with Landlord's then-good faith estimate of Landlord's Renewal Rent Determination (as hereinafter defined) for such Renewal Period.

(b) As used herein, the term "**Renewal Fair Market Base Rent**" for a Renewal Term shall mean the Base Rent, per rentable square foot per annum, that a willing tenant (of Tenant's financial strength and operational history) would pay and a willing landlord would accept for a hypothetical renewal lease of the Premises having a 10-year term (commencing with the commencement of the Renewal Term), and providing for fixed annual rent throughout such term with periodic step-ups in Base Rent, assuming: (i) that the Premises were being demised by such hypothetical renewal lease in their "as is" condition as of the date that Tenant exercised the applicable Renewal Option; (ii) that the terms of such hypothetical renewal lease would (x) include a work allowance or contribution to be paid by such willing landlord to such willing tenant in an amount equal to the amount, if any, that Landlord in its Initial Renewal Rent Notice (as hereinafter defined) has indicated it is willing to provide to Tenant (but Landlord shall not be obligated to offer to provide any such work allowance or contribution and Tenant shall not be obligated to accept it), (y) include a free rent period during which such willing tenant would not pay any Base Rent having a duration equal to the free rent period, if any, that Landlord in its Initial Renewal Rent Notice has indicated it is willing to provide to Tenant (but Landlord shall not be obligated to offer to provide any such free rent period), and (z) otherwise be the same terms and conditions as are provided for in this Lease for the Renewal Term; and (iii) that such willing landlord would be paying a brokerage commission in respect of such hypothetical renewal lease equal to the brokerage commission, if any, payable by Landlord to any broker to whom a commission may be owing in connection with the Renewal Term.

(c) During the thirty (30) day period (the "**Renewal Initial Period**") following Tenant's exercise of a Renewal Option (i.e., after Landlord's receipt of the applicable Renewal Notice), Landlord and Tenant shall attempt to agree upon the Renewal Term Base Rent for such Renewal Term (including any concessions to be provided in connection therewith), and prior to the expiration of the Renewal Initial Period Landlord shall give Tenant written notice (the "**Initial Renewal Rent Notice**") containing (i) Landlord's determination of the Renewal Term Base Rent for such Renewal Term, including Landlord determination of the Renewal Fair Market Base Rent ("**Landlord's Renewal Rent Determination**"), (ii) the amount of any work allowance or contribution that Landlord is willing to provide to Tenant (but Landlord shall not be obligated to offer to provide any such work allowance or contribution), and (iii) the duration of any free rent period that Landlord is willing to provide to Tenant (but Landlord shall not be obligated to offer

to provide any such free rent period). If Landlord and Tenant fail to agree upon the Renewal Term Base Rent for such Renewal Term within the Renewal Initial Period, then Tenant may, by written notice (a “**Renewal Appraisal Notice**”) received by Landlord before the expiration of thirty (30) days after the expiration of the Renewal Initial Period, elect to have the Renewal Term Base Rent for the Renewal Term determined by appraisal in accordance with the provisions set forth in Section 6 of this Exhibit I. If Landlord does not receive a Renewal Appraisal Notice from Tenant before the expiration of such thirty (30) day period, Tenant and Landlord shall be conclusively deemed to have agreed to Landlord’s Renewal Rent Determination, and the Renewal Term Base Rent for the Renewal Term shall equal Landlord’s Renewal Rent Determination.

(d) If, as of the first day of a Renewal Term, the Renewal Term Base Rent shall not have been finally determined, then (i) for the period from the commencement of such Renewal Term until the date that the Renewal Term Base Rent is finally determined (herein called the “**Renewal Pre-Determination Period**”), Tenant shall make payments, on account of the Renewal Term Base Rent for such Renewal Term (as and when Base Rent is payable under this Lease), in an amount equal to the Base Rent in effect immediately prior to the commencement of such Renewal Term, and (ii) if, upon the final determination of the Renewal Term Base Rent for such Renewal Term, the payments made by Tenant on account of the Renewal Term Base Rent for such Renewal Term during the Renewal Pre-Determination Period were different than the Renewal Term Base Rent for such Renewal Term, then (A) Tenant shall pay to Landlord the amount of any deficiency in equal monthly installments over a subsequent period equal to the number of months (but not more than twelve (12) months) of the Renewal Pre-Determination Period, or (B) Landlord shall credit to Tenant the amount of any overpayment against the next Rent thereafter due. Tenant shall be provided the work allowance, if any, and free rent period, if any, set forth in the Initial Renewal Rent Notice. Any such free rent period shall commence on the first (1st) day of such Renewal Term. Any such work allowance shall be paid to Tenant on account of Alterations performed by Tenant (or credited toward the cost of work that is performed by Landlord on Tenant’s behalf) in the Premises in accordance with this Lease during such Renewal Term, upon Tenant’s delivery (in the event Tenant is performing the work and entitled to the applicable work allowance) to Landlord of invoices for such Alterations and proof of payment thereof and that no construction liens have been filed in connection therewith.

4. Tenant shall, promptly following the written request of Landlord, execute, acknowledge and deliver to Landlord an instrument or instruments in form reasonably satisfactory to Landlord and Tenant confirming any terms and conditions of this Lease applicable to the applicable Renewal Option or the applicable Renewal Term, including without limitation whether or not such Renewal Option has been exercised and the Renewal Term Base Rent for such Renewal Term, but any failure of Tenant to execute, acknowledge and deliver such instrument(s) shall not affect the validity of such Renewal Term or any of the provisions of this Exhibit I.

5. Tenant’s rights under this Exhibit shall terminate if (a) this Lease or Tenant’s right to possession of the Premises is terminated, or (b) Tenant fails to timely exercise the applicable Renewal Option, time being of the essence with respect to Tenant’s exercise thereof.

6. If Tenant shall serve upon Landlord, within the time and in the manner required

under this Exhibit I, a Renewal Appraisal Notice, then the Renewal Term Base Rent shall be determined by appraisal in accordance with the following:

(a) Tenant, by designation in the Renewal Appraisal Notice, shall appoint an appraiser (“**Tenant’s Appraiser**”). Landlord or Tenant shall furnish to Tenant’s Appraiser a copy of the Initial Renewal Rent Notice. Within thirty (30) days after the date of Landlord’s receipt of the Renewal Appraisal Notice, Tenant shall deliver to Landlord the written good-faith determination of Tenant’s Appraiser of the Renewal Fair Market Base Rent (“**Tenant’s Renewal Rent Determination**”), based upon the parameters set forth in Section 3(b) of this Exhibit I. If Tenant fails to deliver to Landlord Tenant’s Renewal Rent Determination before the expiration of such thirty (30) day period, then Tenant and Landlord shall be conclusively deemed to have agreed to Landlord’s Renewal Rent Determination, and the Renewal Term Base Rent shall equal the Renewal Term Base Rent set forth in Landlord’s Renewal Rent Determination.

(b) Provided Landlord has received Tenant’s Renewal Rent Determination within the time set forth in Section 6(a) above, Landlord and Tenant’s Appraiser, within fifteen (15) days after Landlord’s receipt of the Tenant’s Renewal Rent Determination, shall jointly appoint a mutually agreeable second appraiser who shall be impartial (herein called the “**Final Appraiser**”) and notify Tenant thereof. If Landlord and Tenant’s Appraiser fail to agree upon and appoint the Final Appraiser within such 15-day period, then either Landlord or Tenant may request that the American Arbitration Association (“**AAA**”) appoint the Final Appraiser within ten (10) days after such request, and both parties shall be bound by any appointment so made within such 10-day period. If the Final Appraiser shall not have been appointed within such 10-day period, then either Landlord or Tenant may apply to any court having jurisdiction to make such appointment. The Final Appraiser shall subscribe and swear to an oath to fairly and impartially perform his duties hereunder.

(c) Within fifteen (15) days after the appointment of the Final Appraiser, Landlord shall submit a copy of the Initial Renewal Rent Notice to the Final Appraiser, and Tenant shall submit a copy of Tenant’s Renewal Rent Determination to the Final Appraiser. If either Landlord or Tenant shall fail to submit such materials in accordance with the provisions of this Section 6(c), then the Final Appraiser shall notify any party which failed to submit its required materials of its failure (which notice shall refer specifically to this Section 6(c) of this Exhibit I), and if, in such event, the failing party does not, within a period of ten (10) days after its receipt of such notice, submit its required materials, then (i) if Tenant failed to so submit its required materials, the Renewal Term Base Rent shall be the amount thereof set forth in Landlord’s Renewal Rent Determination, or (ii) if Landlord failed to so submit its required materials, the Renewal Term Base Rent shall be determined using the Renewal Fair Market Base Rent set forth in Tenant’s Renewal Rent Determination, and any such determination shall be conclusive and binding upon both Landlord and Tenant.

(d) If both Landlord and Tenant submit their respective required materials in accordance with the provisions of Section 6(c) above, then the Final Appraiser, within twenty (20) days after its receipt of both sets of required materials, shall select which of Landlord’s Renewal Rent Determination or Tenant’s Renewal Rent Determination, in his opinion, more accurately

reflects the Renewal Fair Market Base Rent, and shall notify Landlord and Tenant of such selection in writing. The Renewal Fair Market Base Rent set forth in the selected Fair Market Determination shall be used to determine the Renewal Term Base Rent, and such determination shall be conclusive and binding upon both Landlord and Tenant.

(e) The fees and expenses of any such appraisal process shall be borne by the parties equally, except that Landlord shall bear the expense, if any, of the Initial Renewal Rent Notice and Tenant shall bear the expense of Tenant's Appraiser, and each party shall bear the expense of its attorneys and experts.

(f) Tenant's Appraiser and the Final Appraiser each shall be a disinterested person of at least ten (10) years' experience as a real estate appraiser in the State of New Jersey who shall be a member of the "MAI" society of appraisers and shall have had experience as a broker or appraiser of first-class commercial office real estate in the "Downtown Newark, New Jersey" office leasing submarket.

(g) It is expressly understood, and each appraiser shall acknowledge and agree, that any determination of the Renewal Fair Market Base Rent shall be based solely on the definition thereof as set forth in Section 3(b) of this Exhibit I, including the assumptions and criteria set forth in such definitions, taking into account the Downtown Newark, New Jersey, office leasing submarket. The appraisers shall not have the power to add to, modify or change any such definitions or any other provisions of this Exhibit, and the jurisdiction of the appraisers is accordingly limited.

EXHIBIT J

TENANT'S GENERATOR

1. Subject to the terms of this Exhibit J and other applicable provisions of this Lease, Landlord shall install (i) an emergency generator and related equipment and facilities, including, without limitation, a concrete slab below the generator (collectively, the "**Generator**"), solely to provide a back-up electricity source for certain equipment used by Tenant in the Premises, in the location in the Building attached hereto and made a part hereof as Schedule J-1 (the "**Generator Location Area**") and (ii) transmission lines, wires, cables, risers and conduits (collectively, "**Generator Conduits**") through conduit space in the Building reasonably designated by Landlord for the operation of the Generator (the Generator and the Generator Conduits and any alterations thereto or replacements thereof being called herein collectively, the "**Generator Equipment**"). Within sixty (60) days after the Lease Date, Tenant shall submit to Landlord for its approval (which shall not be unreasonably withheld, conditioned, denied or delayed) (x) a detailed description of the proposed Generator Equipment and (y) plans and specifications in form reasonably satisfactory to Landlord for the Generator Equipment. Said plans and specifications shall be in compliance with all applicable Laws. Within ten (10) Business Days after receipt of said description and said plans and specifications, Landlord shall notify Tenant whether Landlord approves or disapproves the installation of the proposed Generator Equipment. Tenant acknowledges that Landlord's review and approval rights with respect to the Generator Equipment shall be limited to the effect on the Building's Systems. If Landlord disapproves the proposed Generator Equipment, Landlord shall specify the reasons for such disapproval in said notice.

2. Prior to commencing the installation of the Generator Equipment, Landlord shall obtain all governmental approvals and permits required in connection with the installation of the Generator Equipment. Landlord shall cause initial construction and installation of the Generator Equipment to be managed, by Landlord's Construction Manager in accordance with the provisions of Section 8(a) of this Lease. Landlord shall install the Generator Equipment in accordance with the approved plans and specifications (subject to non-material deviations) and shall (i) complete installation of the Generator Equipment other than the Generator prior to Substantial Completion of the Initial Space (and, notwithstanding anything to the contrary, as a condition to Substantial Completion for the Initial Space), and (ii) use commercially reasonable efforts to complete installation of the Generator itself within twenty-four (24) months after the plans and specifications therefor have been approved by Landlord. Such work shall be performed in a good and workmanlike manner, free and clear of all liens and in compliance with all applicable Laws. Tenant shall pay all reasonable, verified third-party out-of-pocket costs of installation of the Generator and also the construction management fee payable to Landlord's Construction Manager under Section 8(a) of this Lease, during the course of installation, within sixty (60) days after invoice (and reasonable supporting documentation thereof) from Landlord. Prior to ordering the Generator Equipment, Tenant shall deposit with Landlord the amount required to purchase the Generator Equipment, in accordance with the invoice or order documentation therefor provided by Landlord.

3. Tenant hereby covenants and agrees that (i) Tenant shall, at its sole cost and

expense, comply with all applicable Laws (including, without limitation, environmental laws) and procure and maintain all necessary permits and approvals required in connection with the operation, maintenance, repair, alteration and replacement of the Generator Equipment; (ii) the Generator Equipment shall not adversely affect, undermine or unreasonably interfere with the Building's Structure, the roof of the Building or any of the Building's Systems (including, without limitation, the electrical, plumbing, heating, ventilating, air conditioning and life safety systems); (iii) Tenant shall, at its sole cost and expense, promptly repair any damage (whether structural or non-structural) caused to the Building or its fixtures, equipment and appurtenances by reason of the maintenance, repair, alteration, replacement or operation of the Generator Equipment (or, at Landlord's election, Landlord shall perform such repairs and Tenant shall reimburse Landlord for the costs thereof within thirty (30) days after receipt of written demand and invoices, with reasonable supporting documentation, therefor from Landlord); (iv) the Generator Equipment shall not emit sound which is audible in any leasable areas of the Building other than the Premises or cause unreasonable vibration; and (v) Tenant shall, at its sole cost and expense, maintain the Generator Equipment in good order and condition and in compliance with all applicable Laws.

4. Tenant acknowledges that Tenant's use of the Land and the conduit space in the Building pursuant to this Exhibit J and any other provisions of the Lease is a non-exclusive use, and Landlord may permit any person or entity to use any of the conduit spaces in the Building and any portion of the exterior of the Land, other than the Generator Location Area, for any purpose, subject to Tenant's rights under the Lease, applicable Laws and safety protocols of Comparable Buildings.

5. Notwithstanding anything to the contrary contained in this Lease, Tenant shall remove the Generator Equipment prior to the expiration or earlier termination of the Lease Term and repair any damage to the Building or the Complex caused by the installation or removal of the Generator Equipment, all at Tenant's sole cost and expense (or, at Landlord's election, Landlord shall perform such repairs and Tenant shall reimburse Landlord for reasonable out-of-pocket costs thereof within thirty (30) days after receipt by Tenant of Landlord's demand therefor); provided, however, by written notice to Tenant at least sixty (60) days prior to the expiration date of the Lease Term, Landlord may elect, in its sole discretion, to require Tenant to leave all or any portion of the Generator Equipment (as specified by Landlord) in place upon such expiration date.

6. Except to the extent caused by Landlord's installation of the Generator or Generator Equipment or the negligence or willful misconduct of Landlord or its agents, servants or employees, Tenant shall indemnify, defend and hold Landlord and its members, directors, officers, agents and employees harmless from and against any and all liability, damages, claims, costs or expenses arising out of the maintenance, operation, repair, alteration and replacement of any Generator Equipment, together with all costs, expenses and liabilities incurred in or in connection with each such claims or action or proceeding brought thereon (including, without limitation, all reasonable attorneys' fees and expenses), except for such of the foregoing that arise from the negligence or willful misconduct of Landlord or its agents, servants or employees. Tenant's obligations under this Exhibit J shall survive the expiration or earlier termination of the Lease.

7. Tenant shall pay all electric and any other utility costs relating to the Generator

Equipment. Tenant shall pay such amounts in accordance with a schedule specified by Landlord or, if Landlord does not establish a schedule, within sixty (60) days after any written request made by Landlord, provided such request includes an invoice and supporting documentation for such amounts requested.

8. The Generator Equipment shall be for the sole use of Tenant and for no other parties. Tenant shall not resell in any form the use of the Generator Equipment, including, without limitation, the granting of any licensing or other rights.

SCHEDULE J-1

The Generator Location Area



EXISTING GROUND FLOOR PLAN

TWO GATEWAY CENTER | 300-300 MARKET STREET, NEWARK, NJ | OWYS EQUITIES

THE DEDIOSA GROUP INC.
ARCHITECT

1 MAY 2023

EXHIBIT K

ROOFTOP EQUIPMENT

Tenant shall, during the Term of this Lease, be entitled to erect, install and maintain on the roof of the Building telecommunications antennas, microwave dishes and other communications equipment (as well as a supplemental cooling tower as described in Section 7(e)) reasonably acceptable to Landlord ("**Tenant's Rooftop Equipment**") in the locations identified on Schedule K-1 attached hereto, subject to the following conditions:

(a) Tenant shall provide, install and maintain Tenant's Rooftop Equipment at its sole cost and expense.

(b) Tenant shall, before erecting or installing any of Tenant's Rooftop Equipment, submit to Landlord for Landlord's review and approval (in accordance with the provisions of the Lease applicable to Alterations by Tenant) plans and specifications for installing such Tenant's Rooftop Equipment.

(c) Neither the installation nor the removal of Tenant's Rooftop Equipment shall affect any warranty then in place relating to the roof of the Building. If required by Landlord, Tenant shall use Landlord's designated roofing contractor to install and/or remove Tenant's Rooftop Equipment.

(d) The installation and/or erection of Tenant's Rooftop Equipment shall be performed in a good and workmanlike manner and in accordance with any reasonable directions of Landlord relating thereto.

(e) Tenant shall obtain at its expense all necessary permits and approvals that are required from any governmental or quasi-governmental authority having jurisdiction with respect to the installation, erection and/or maintenance of Tenant's Rooftop Equipment.

(f) Tenant's Rooftop Equipment shall be deemed an Alteration, and Tenant shall comply with all other applicable requirements of this Lease relating to the construction or installation of Alterations by Tenant.

(g) In installing and/or erecting Tenant's Rooftop Equipment, Tenant shall not unreasonably interfere with Landlord's operation of the Building or the rights of any other tenants of the Building. At Landlord's request, Tenant, at Tenant's expense, shall temporarily remove or relocate Tenant's Rooftop Equipment (or portions thereof) to allow maintenance, repair and/or replacement of the roof, or other work on or affecting the roof, by Landlord (or any party authorized by Landlord to perform such work).

(h) Tenant shall cause Tenant's Rooftop Equipment and the electromagnetic energy, if any, emitted therefrom to comply with all applicable legal requirements, including but not limited to regulations promulgated by the Federal Communications Commission (the "**FCC**"). Prior to

installing Tenant's Rooftop Equipment, Tenant shall deliver to Landlord (and to any party designated by Landlord) an evaluation of the radio frequency energy emissions, demonstrating that the Building, following installation of Tenant's Rooftop Equipment, will comply with the radio frequency exposure limits ("**RF Exposure Limits**") promulgated by the FCC under 47 C.F.R. Section 1.1307, et seq., as amended (the "**RF Emissions Regulations**"). Tenant shall operate Tenant's Rooftop Equipment in compliance with the RF Emissions Regulations. If, due to the installation, operation or maintenance of Tenant's Rooftop Equipment, the Building fails to comply with the RF Exposure Limits, then Tenant shall take commercially reasonable steps to bring the Building into compliance, including but not limited to the preparation and filing of any required Environmental Assessments ("**EAs**") and modifications of Tenant's Rooftop Equipment; provided, that if compliance cannot be established within fourteen (14) days after Tenant's receipt of notice of noncompliance, or if Tenant cannot provide solutions acceptable to other parties then creating RF Emissions at the Building, then (a) if Tenant has not yet installed Tenant's Rooftop Equipment, Tenant shall not be entitled to install and operate Tenant's Rooftop Equipment, or (b) if Tenant has installed Tenant's Rooftop Equipment, Tenant shall immediately cease operating Tenant's Rooftop Equipment until an acceptable solution is found. In the event of Tenant's violation of this subparagraph (viii), Landlord shall be entitled to immediate and continuing injunctive relief to eliminate such violation, in addition to any other remedies available at law or in equity.

(i) Tenant shall remove Tenant's Rooftop Equipment and all wiring or other equipment related thereto from the Building in a good and workmanlike manner at the expiration or sooner termination of the Lease, and shall restore any portion of the Building damaged in connection with such removal to the condition it was in prior to the erection or installation of Tenant's Rooftop Equipment and/or said wiring or other equipment.

(j) Except to the extent caused by the negligence or willful misconduct of Landlord or its agents, servants or employees, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's agents and employees with respect to any liability (including but not limited to liability for personal injury or death) that arises in connection with the installation, erection, maintenance or operation of Tenant's Rooftop Equipment.

(k) If any transmissions to or from Tenant's Rooftop Equipment interfere with transmissions sent or received by satellite dishes or antennae of other tenants of the Building or any other building located on the Land in existence prior to Tenant's installation or erection of Tenant's Rooftop Equipment, Tenant will take all measures necessary to eliminate such interference.

SCHEDULE K-1

Rooftop Equipment Locations



= POTENTIAL NJT ROOF SPACE FOR ANTENNAS



= POTENTIAL NJT ROOF SPACE FOR FUTURE COOLING
TOWERS OR CHILLERS

EXHIBIT L

PARTIAL TERMINATION OPTION

Provided no Event of Default is then in existence at the time the option described in this Exhibit L is exercised, Tenant shall have the option to terminate this Lease (the “**Partial Termination Option**”) only as to either (a) the portion of the Premises located on eighteenth (18th) floor of the Building (which consists of all of the rentable square footage located on said floor and is deemed to contain 55,157 rentable square feet (the “**18th Floor Premises**”)), or (b) the portion of the Premises located on sixth (6th) floor of the Building (which consists of all of the rentable square footage located on said floor and is deemed to contain 54,339 rentable square feet (the “**6th Floor Premises**”)); such termination to be effective as of either (i) the last day of the one hundred forty-fourth (144th) full calendar month of the Term following the Rent Commencement Date for the Initial Space, or, (ii) if not previously exercised pursuant to clause (i) above, the last day of the two hundred sixteenth (216th) full calendar month of the Term following the Rent Commencement Date for the Initial Space (either date, as applicable, the “**Partial Early Termination Date**”). The Partial Termination Option shall be exercised only by delivery to Landlord at least fourteen (14) months prior to the applicable Partial Early Termination Date (time being of the essence) of notice of Tenant’s exercise of the Partial Termination Option (“**Tenant’s Exercise Notice**”). In addition, Tenant shall pay to Landlord, at least thirty (30) days prior to the applicable Partial Early Termination Date, a termination fee (the “**Termination Fee**”) (which Termination Fee shall be in addition to, and not in substitution of, any Rent payable by Tenant under this Lease) in the amount of (x) in the event of an early termination pursuant to clause (i) of the first (1st) sentence of this Exhibit L, (A) for a termination of the 18th Floor Premises, \$8,401,944.79, or (B) for a termination of the 6th Floor Premises, \$7,785,151.30, or (y) in the event of an early termination pursuant to clause (ii) of the first (1st) sentence of this Exhibit L, (A) for a termination of the 18th Floor Premises, \$5,318,442.24, or (B) for a termination of the 6th Floor Premises, \$4,928,011.14. For clarification, if Tenant exercises a Partial Termination Option with respect to any part of the Premises, the Termination Fee shall be calculated as of the Partial Early Termination Date at an amount equal to the unamortized portion of (i) the TI Work Cost (defined in Exhibit D), (ii) the Rent Abatement, (iii) the leasing commissions paid to both Landlord’s and Tenant’s Broker (less the Additional Allowance) plus (iv) the Additional Allowance, each to the extent attributable to such Premises Portion that is being terminated (and to the extent not solely attributable to such portion, then the amount shall be prorated accordingly). For purposes of calculating the Termination Fee, all such costs and expenses shall be deemed to bear interest at the rate of six percent (6%) per annum beginning on the Rent Commencement Date of the Initial Space and to be fully amortized in equal monthly installments over the Initial Term. Landlord and Tenant confirm that the specific amounts set forth above reflect calculation of the applicable Termination Fee in accordance with the foregoing method of calculation.

Provided Tenant timely and properly exercises the Partial Termination Option in the manner set forth above, the Term of this Lease as to one or more of the 18th Floor Premises or the 6th Floor Premises only (as applicable) shall expire as of the applicable Partial Early Termination Date, and the applicable Partial Early Termination Date shall become the Expiration Date as to the

applicable portion of the Premises only for all purposes of this Lease, and, as of the applicable Partial Early Termination Date, the rentable square footage of the Premises, Base Rent and Tenant's Share shall be adjusted to reflect the termination of this Lease as to the applicable portion of the Premises. Notwithstanding the foregoing, if Tenant fails to pay the Termination Fee by the applicable due date therefor (time being of the essence), then, Landlord, at Landlord's option, shall be entitled to void Tenant's exercise of the Partial Termination Option by written notice thereof given to Tenant within ten (10) days after the due date to Tenant's payment of the Termination Fee. In addition, Landlord, at Landlord's option, shall be entitled to void Tenant's exercise of the Partial Termination Option by written notice thereof given to Tenant if an Event of Default is in existence as of the Partial Early Termination Date.

EXHIBIT M

RIGHT OF FIRST OFFER/RIGHT OF FIRST REFUSAL

1. Provided no Event of Default by Tenant is then in existence under this Lease, with respect to any portion of the tenth (10th) floor of the Building not included in the Premises, any full floor in the Building, or any portion of any floor of the Building that is contiguous to a floor on which the Premises are located, which space is now or hereafter leased to a third party, in the event that any such area under lease thereafter becomes available for lease to a party other than the existing tenant or occupant thereof and no party having an option or preferential right to lease such area that was granted prior to the Lease Date exercises such option or preferential right (any such area being referred to as a **“ROFO Space”**), prior to negotiating with any third parties or engaging a broker to market such ROFO Space, Landlord will notify Tenant of the availability of such ROFO Space and the terms upon which Landlord is willing to lease such ROFO Space to Tenant (a **“ROFO Notice”**). If such notice is received at any time on or before the last day of the twenty-fourth (24th) full calendar month after the Rent Commencement Date for the Initial Space, then such terms will include (a) a lease term coterminous with the Term of this Lease, (b) a rental rate at the then-current Base Rent (with increases as and when Base Rent increases under this Lease), and (c) rent abatement at the same level per rentable square foot as for the original Premises, prorated based upon the percentage of the Term remaining at the time of the commencement of the lease term for the ROFO Space. If the ROFO Notice is received after the last day of the twenty-fourth (24th) full calendar month after the Rent Commencement Date for the Initial Space, then such terms shall include the fair market rental rate and fair market tenant improvement allowance or rental abatement (as applicable) that Landlord is willing to accept for the ROFO Space, based upon current market conditions and taking into account all relevant factors (including but not limited to concessions and inducements then offered in the marketplace such as rental abatement and improvement allowances) as reasonably determined by Landlord. In such event, Tenant may, if it so desires, notify Landlord within ten (10) Business Days after receipt of the ROFO Notice from Landlord (time being of the essence), that Tenant desires to lease the ROFO Space set forth in the applicable ROFO Notice (a **“ROFO Acceptance Notice”**), whereupon Landlord and Tenant will use good faith, commercially reasonable efforts to negotiate a lease or other agreement for the use of the ROFO Space by Tenant. If Tenant fails to deliver a ROFO Acceptance Notice within ten (10) Business Days (time being of the essence) after receipt of a ROFO Notice, then Landlord shall deliver a second notice to Tenant regarding the ROFO Space (a **“Final ROFO Notice”**). If Tenant fails to respond to the Final ROFO Notice with a ROFO Acceptance Notice within five (5) Business Days (time being of the essence) of receipt of the Final ROFO Notice, Tenant waives its right to negotiate with Landlord for the applicable ROFO Space, or despite using good faith, commercially reasonable efforts, the parties have not entered into an agreement for Tenant to lease the ROFO Space within thirty (30) days (time being of the essence) of the ROFO Acceptance Notice, then Tenant shall be deemed to have waived the right to negotiate with Landlord with respect to the possible lease of such ROFO Space to the exclusion of other potential tenants. Notwithstanding the foregoing, the waiver of such rights with respect to the applicable ROFO Space shall not terminate, limit or in any way modify Tenant's rights of first offer hereunder with respect to any other portion of the Building for which Landlord is obligated to deliver a ROFO Notice to Tenant. If Tenant is deemed to have waived its right of first offer with respect to a ROFO

Space, then Landlord may lease such ROFO Space to any third-party tenant on any terms and conditions that Landlord determines, provided that such terms are not less than ninety percent (90%) of the net effective rent set forth in the applicable ROFO Notice. As used herein, the term **“net effective rent”** shall mean the net present value of the rent, additional rent, and other charges that would be payable to Landlord under the terms of any proposed lease for and with respect to that portion of the term of the proposed lease equal to the term for which the ROFO Space was offered to Tenant, taking into account any construction allowance, the cost of any leasehold improvements proposed to be performed by Landlord, any free rent, and any other monetary inducements payable by Landlord under such proposed lease. If Landlord does not execute a lease with a third party with respect to the applicable ROFO Space within six (6) months from date on which Tenant waives or is deemed to have waived its right of first offer with respect to the ROFO Space, or if Landlord desires to offer the applicable ROFO Space at a net effective rent less than 90% of the net effective rent described in the applicable ROFO Notice, then Landlord must deliver a new ROFO Notice with respect to the ROFO Space in question to Tenant in accordance with this Section 1.

2. (a) Provided no Event of Default by Tenant is then in existence under this Lease, and subject to any option or preferential right to lease such area that was granted to any other party prior to the Lease Date, Landlord agrees to give Tenant written notice (a **“Leasing Notice”**) notifying Tenant in writing if Landlord has received a written offer, term sheet or letter of intent on terms acceptable to Landlord for the lease by Landlord to a third party (not including a renewal of the lease of an existing tenant effectuated by such tenant’s exercise of a renewal right contained in its lease) (such third party being referred to as the **“Proposed Tenant”**) for space in the Building that includes (i) all or any part of any floor of the Building that is contiguous to a floor of the Building on which a portion of the Premises is located, (ii) any portion of the tenth (10th) floor of the Building not included in the Premises, or (iii) any portion of the fourteenth (14th) floor of the Building. The Leasing Notice shall identify which portion of the applicable floor (or, if applicable, all of the rentable square footage on such floor) and all other space in the Building to be leased to the Proposed Tenant (together, the **“Offer Space”**). Within ten (10) Business Days after its receipt of the Leasing Notice (time being of the essence), Tenant may notify Landlord whether Tenant elects to lease the entire Offer Space (a **“Tenant ROFR Acceptance Notice”**). If Tenant fails to so deliver to Landlord a Tenant ROFR Acceptance Notice within said ten (10) Business Day period, Landlord shall deliver a second notice to Tenant (a **“Final Leasing Notice”**), and if Tenant fails to deliver a Tenant ROFR Acceptance Notice within five (5) Business Days after its receipt of the Final Leasing Notice (time being of the essence), then Tenant shall be deemed to have waived its right to lease the Offer Space with respect to the leasing of the Offer Space to the Proposed Tenant and Landlord shall have the right to lease the Offer Space to the Proposed Tenant free of this subparagraph (a); provided however, if Landlord does not enter into a lease for the Offer Space with the Proposed Tenant within six (6) months from the date of the Leasing Notice, then Tenant’s right to lease the Offer Space shall not be waived, and Landlord shall deliver a Leasing Notice for any written offer, term sheet or letter of intent on terms acceptable to Landlord for the lease by Landlord to a third party (not including a renewal of the lease of an existing tenant effectuated by such tenant’s exercise of a renewal right contained in its lease) of the Offer Space that it receives following such six (6) month period.

(b) If Tenant timely and properly delivers to Landlord a Tenant ROFR Acceptance Notice, Landlord shall lease to Tenant and Tenant shall lease from Landlord the applicable Offer Space (and Landlord and Tenant shall endeavor to enter into an amendment to this Lease documenting same (however, the failure to enter into such an amendment shall not be deemed to nullify the leasing of the Offer Space by Tenant on the terms set forth herein)) on the following terms:

(i) The term of the Lease with respect to the applicable Offer Space (x) shall commence as of the date of delivery of possession of such Offer Space by Landlord to Tenant (the "**Offer Space Commencement Date**"); and (y) shall continue through the remainder of the Term;

(ii) With respect to Offer Space for which the Leasing Notice was delivered by Landlord to Tenant on or before the two (2) year anniversary of the Lease Date:

(A) The initial Base Rent per rentable square foot for the applicable Offer Space shall

(1) be payable commencing on the date (the "**Offer Space Rent Commencement Date**") that is the earlier of (x) the date of Tenant's commencement of normal business operations in the applicable Offer Space or (y) the date that is the fourteen (14) month anniversary of the Offer Space Commencement Date, and

(2) shall initially be the Base Rent per rentable square foot then applicable to the Premises under this Lease as of the Offer Space Rent Commencement Date, and shall increase by the same amount per rentable square foot, which increase(s) shall occur at the same time(s) as the Base Rent for the Premises increases, from time to time, under this Lease;

(B) The applicable Offer Space shall be delivered to Tenant vacant and broom clean, and otherwise in it then "AS IS" condition (but subject to Tenant's right to receive the Offer Space Allowance as provided in subparagraph (C) below);

(C) Tenant shall receive an allowance (the "**Offer Space Allowance**") against the cost additions, alterations and improvements performed by Tenant in the applicable Offer Space in an amount equal to the product of (1) \$130.00 per rentable square foot of the applicable Offer Space times (2) the Fraction (as hereinafter defined). For purposes hereof, the "**Fraction**" shall mean a fraction, the numerator of which shall be the number of full calendar months then remaining in the Term as of the Offer Space Commencement Date and the denominator of which shall be 300. The Offer Space Allowance shall be drawn upon by Tenant as follows: During the performance of any additions, alterations and improvements by Tenant the costs of which Tenant desires to be reimbursed (but not more frequently than once per calendar month) and upon substantial completion thereof, provided (i) no Event of Default by Tenant is then in existence under this Lease, and (ii) no construction, mechanic's or materialman's liens have been filed in connection with the additions, alterations and improvements in question, within thirty (30) days after presentation to Landlord of the items described below with respect to each

reimbursement request, Landlord shall pay out of the Offer Space Allowance for Tenant's TW Costs theretofore incurred. For purposes of this subparagraph (C), "**Tenant's TW Costs**" shall mean actual out-of-pocket costs incurred by Tenant for hard and soft costs and materials and labor in connection with the design and construction of the additions, alterations and improvements in question. Items to be delivered to Landlord with respect to each request for reimbursement out of the Offer Space Allowance shall include: (i) an application for payment and sworn statement of contractor substantially in the form of AIA Document G-702, Application and Certificate for Payment, covering all work for which reimbursement is to be made to a date specified therein; (ii) a certification from an AIA architect substantially in the form of the Architect's Certificate for Payment which is located in said Document G-702; (iii) contractors', subcontractors' and material suppliers' waivers of liens covering all of the additions, alterations and improvements for which payment is requested; (iv) a cost breakdown for each trade or subcontractor performing the additions, alterations and improvements in question; and (v) a request to disburse executed by Tenant containing an approval by Tenant of the theretofore completed additions, alterations and improvements; and

(D) Tenant shall receive a credit against the Base Rent first payable by Tenant for the applicable Offer Space in an amount equal to the product of (1) \$39.00 per rentable square foot of the applicable Offer Space (i.e., the equivalent of the Rent Abatement times (2) the Fraction (it being understood and agreed that Tenant shall not receive any Additional Allowance with respect to such Offer Space).

(iii) With respect to Offer Space for which the Leasing Notice was delivered by Landlord to Tenant after the two (2) year anniversary of the Lease Date:

(A) Base Rent shall be payable commencing on the Offer Space Commencement Date for such Offer Space and shall be determined in the same manner as Renewal Fair Market Base Rent is determined for a Renewal Term under Exhibit I;

(B) The applicable Offer Space shall be delivered to Tenant vacant and broom clean, and otherwise in it then "AS IS" condition (but subject to Tenant's right to receive any tenant improvement allowance if offered by Landlord in the same manner as set forth in a Landlord's Renewal Rent Notice under Exhibit I);

(C) Any such tenant improvement allowance offered as described above shall be disbursed in the same manner as for an Offer Space Allowance pursuant to subparagraph (ii)(C) above; and

(D) Tenant shall receive a credit against the Base Rent first payable by Tenant for the applicable Offer Space in an amount, if any, offered by Landlord in the same manner as set forth in a Landlord's Renewal Rent Notice under Exhibit I.

(iii) All other calculations in this Lease that are affected by the increase in the square footage of the Premises by Tenant's leasing of the applicable Offer Space (including but not limited to Tenant's Proportionate Share) shall be increased accordingly.

3. If Tenant leases any additional space in the Building pursuant to this Exhibit M, if the applicable commencement date for the additional space so leased is less than five (5) years prior to the Expiration Date, Tenant shall automatically be deemed to have exercised the First Renewal Option (if such date is during the initial Term of this Lease) or the Second Renewal Option (if such date is during the First Renewal Term) for the entire Premises (as well as the applicable additional space so leased).

EXHIBIT N
TENANT'S SIGNAGE

Attached

LOCATIONS FOR TENANT'S SIGNAGE OUTLINED IN RED





the results suggest that a positive impact is obtained regardless of the intervention used. In particular, the results indicate that the impact of the intervention is positive and significant for all the countries included in the sample.

1997年12月24日

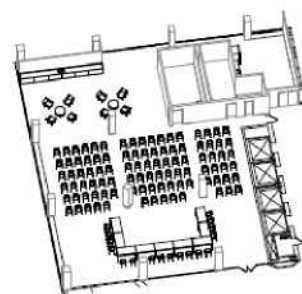
BOARD ROOM, OPT 2

2 GATEWAY
CLARKSON CENTER
CLARKSON UNIVERSITY

WARE MALCOMB

17. *Journal of the American Medical Association*, 273, 1995, 1000-1001.

MP.1



KILL PLAN

WALL LEGEND

EXISTING PARTITION, TO
RE MAIN

NEW PARTITION

[illegible]

3 6 9 12 15

EXHIBIT O

APPROVED SNDA FORM

(Attached)

AFTER RECORDING, RETURN TO:

Berkadia Commercial Mortgage LLC
323 Norristown Road, Suite 300
Ambler, PA 19002
Attn: Loan #011158042

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement (“**Agreement**”), is made as of this ___ day of _____ 2023 by and among Wilmington Trust, National Association, not individually, but solely as Trustee for the Holders of CSMC 2021-GATE, Commercial Mortgage Pass-Through Certificates, Series 2021-GATE under that certain Trust and Servicing Agreement dated as of December 22, 2021 (“**Lender**”) by and through Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Servicer under said Trust and Servicing Agreement, and Two Gateway Center Property Owner LLC, a Delaware limited liability company (“**Landlord**”), One Gateway Center Property Owner LLC, and One Gateway Center Leasehold Owner LLC, each, a Delaware limited liability company (collectively, “**Licensors**”) and New Jersey Transit Corporation, an instrumentality of the State of New Jersey (“**Tenant**”).

Background

A. Lender is the owner and holder of a loan (the “**Loan**”) made by Column Financial, Inc., a Delaware corporation (the “**Original Lender**”) to Landlord, Licensors, and Four Gateway Center Property Owner LLC, each, a Delaware limited liability company (collectively, the “**Borrowers**”), which is evidenced by a Promissory Note (the “**Note**”) from Borrowers to Original Lender and secured in part by a Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on January 12, 2022, as Mortgage Instrument No. 2022003242 with the Essex County Register (which is herein called the “**Security Instrument**”) covering, among other things, the real property located at 2 Gateway Center, Newark, New Jersey, designated on the Tax Map of the City of Newark, County of Essex as Block 151, Lot 120 (the “**G2 Property**”); the real property known as Gateway One Garage, designated on the Tax Map of the City of Newark, County of Essex as Block 150.02, Lot 162 C2A, (the “**G1 Property**”); and the real property known as Gateway Three Garage, designated on the Tax Map of the City of Newark, County of Essex as Block 151, Lot 1, (the “**G3 Property**”), as further described on Exhibit “A” attached hereto and made a part hereof for all purposes, and the building and improvements thereon (collectively, the “**Property**”). The Security Instrument, the Note and all other documents and instruments evidencing and/or securing the Note or now or hereafter executed by Borrowers or others in connection with or related to the Loan including any assignments of leases and rents, other assignments, security agreements, financing statements, guaranties, indemnity agreements (including environmental indemnity agreements), letters of credit, or escrow/holdback arrangements, together with all amendments, extensions, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the “**Loan Documents**”.

B. Tenant is the lessee under that certain Lease Agreement between Landlord and Tenant dated _____, 2023 (the “**Lease**”), demising a portion of the building located on the G2 Property, as more particularly described in the Lease (the “**Leased Space**”).

C. Tenant is the Licensee under that certain Parking License Agreement (the “**Parking Agreement**”) by and among Licensors, each as a licensor and collectively as licensors, providing for an irrevocable license to Tenant, for uninterrupted access to, and the exclusive use of (i) forty (40) reserved parking spaces in the parking garage located on the G1 Property, and (ii) eighty-five (85) parking spaces in the parking garage located on the G3 Property (subject to adjustment based on the terms of the Parking Agreement), together with certain rights and obligations with respect to the EV Equipment (as defined in the Parking Agreement) (collectively, the “**Parking Rights**”).

D. Landlord, Tenant and Lender desire to enter into the following agreements with respect to the priority of the Lease and Security Instrument.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Subject to the terms and conditions hereof, Tenant hereby subordinates (a) its interest in the Lease and all of its right, title and interest in and to the leasehold estate created thereby, and (b) its interest in the Parking Agreement and all of its right, title and interest therein, to the liens, terms, covenants, provisions and conditions of the Security Instrument and the other Loan Documents and to all present or future advances under the obligations secured thereby. Subject to the terms and conditions hereof, the interests subordinated hereby include without limitation any and all provisions of the Lease and Parking Agreement, including any extension or renewal rights, options to purchase, rights of first refusal, and other such rights.

2. Nondisturbance. Subject to the terms and conditions hereof, Lender agrees that in connection with any foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property resulting from the enforcement of the Security Instrument or otherwise in satisfaction of the underlying Loan, Lender shall not (a) terminate, diminish or otherwise interfere with the Lease, or Tenant’s rights and privileges thereunder to possess and use the Leased Space, provided that the Lease is in full force and effect, and no uncured and uncontested default exists under the Lease beyond any applicable notice and cure periods, (b) terminate, diminish or otherwise interfere with the Parking Agreement or Tenant’s rights and privileges thereunder to the Parking Rights, provided that the Parking Agreement is in full force and effect, and no uncured and uncontested default exists under the Parking Agreement beyond any applicable notice and cure periods, or (c) name or join Tenant in any foreclosure or other proceeding to enforce the Security Instrument or other Loan Documents unless required to do so by applicable laws.

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease, and as the licensors under the Parking Agreement, each party that acquires legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan (“**Successor Owner**”) for so long as the applicable Successor Owner owns the Property, subject to the terms and conditions hereof.

- a) Provided that when Successor Owner becomes owner of the Property, the conditions set forth in Section 2 above are met and the Lease has not been terminated due to an Event of Default (as defined in the Lease) by Tenant, then when Successor Owner becomes owner of the

Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property was transferred to Successor Owner, including any obligations with respect to Landlord's Work (as defined in the Lease) that remain outstanding on the date Successor Owner takes title to the Property. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are continuing and of which Landlord, Lender or Successor Owner received notice prior to the date the Property was transferred to the Successor Owner through foreclosure, deed in lieu or other proceeding; (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease, except for Tenant's rights to offsets, defenses, claims, credits, abatements, reimbursements or other rights expressly set forth in the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance of when due, unless otherwise provided in the Lease and except to the extent such amounts were actually received by Successor Owner; (d) bound by any amendment to the Lease, which revises Tenant's or Landlord's material monetary obligations under the Lease, materially modifies the Term of the Lease, materially modifies the parties' termination rights or the size of the Leased Space, made without Lender's written consent thereto, except that such consent shall not be required for (and Successor Owner shall be bound by) any modifications (including any that revise Tenant's or Landlord's monetary obligations, modify the term of the Lease, the parties' termination rights or the description of the Leased Space), which memorialize the rights expressly provided in the Lease; (e) liable for the return of any security deposit under the Lease, except to the extent such amounts were actually received by Lender; or (f) liable or bound by any right of first refusal to purchase or option to purchase all or any portion of the Property, (except Lender shall be bound by Tenant's rights under Exhibit M of the Lease) provided, however, this Section 3 shall in no way modify, limit or impair any obligation of Successor Owner to perform maintenance and repair obligations pursuant to the Lease, and provided further, that if Successor Owner fails to perform any such maintenance and repair obligations, then Tenant shall have all rights and remedies available to it in the Lease, at law, and in equity. Although the foregoing provisions of this Agreement are self-operative, Tenant, Lender and the then current Successor Owner shall confirm such provisions in writing, as such other parties may reasonably request from time to time. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property (including all proceeds therefrom). Notwithstanding anything to the contrary set forth herein other than Tenant's obligation to comply with Section 5 below prior to exercising remedies, nothing in this Agreement shall limit Tenant's rights or remedies against any Successor Owner with respect to (a) Tenant's abatement rights with respect to Late Delivery [Section 3(b) of the Lease], the Rent Abatement [Basic Lease Information provisions of the Lease], the Additional Allowance [Basic Lease Information provisions of the Lease], Self-Help rights [Section 24 of the Lease], and Landlord's performance and payment obligations with respect to Landlord's Work [Exhibit D to the Lease], or (b) events first occurring after the date of attornment, or (c) any failure by any Successor Owner to correct any conditions that exist as of the date of attornment, to the extent Landlord is obligated to correct such conditions under the Lease.

- b) Provided that when Successor Owner becomes owner of the Property, the conditions set forth in Section 2 above are met and the Parking Agreement has not been terminated, then when Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the Licensors under the Parking Agreement arising from and after the date title to the Property was transferred to Successor Owner, including, but not limited to, any

obligations with respect to the installation of the EV Equipment (as defined in the Parking Agreement) that remain outstanding on the date Successor Owner takes title to the Property. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior licensors under the Parking Agreement (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are continuing and of which Licensors, Lender or Successor Owner received notice prior to the date the Property was transferred to the Successor Owner through foreclosure, deed in lieu or other proceeding; (b) subject to any offset or defense which Tenant may have against any prior licensor under the Parking Agreement, except for Tenant's rights to offsets, defenses, claims, credits, abatements, reimbursements or other rights expressly set forth in the Parking Agreement; (c) bound by any payment of rent or additional rent made by Tenant to Licensors more than 30 days in advance of when due, unless otherwise provided in the Parking Agreement and except to the extent such amounts were actually received by Successor Owner; (d) bound by any amendment to the Parking Agreement, which revises Tenant's or Landlord's material monetary obligations under the Parking Agreement, materially modifies the term of the Parking Agreement, materially modifies the parties' termination rights, or materially modifies the scope of Parking Rights, made without Lender's written consent thereto, except that such consent shall not be required for (and Successor Owner shall be bound by) any modifications (including any that revise Tenant's or Licensors' monetary obligations, modify the term of the Parking Agreement, the parties' termination rights or the scope of Parking Rights), which memorialize the rights expressly provided in the Parking Agreement; (e) liable for the return of any security deposit under the Parking Agreement, except to the extent such amounts were actually received by Lender; or (f) liable or bound by any right of first refusal to purchase or option to purchase all or any portion of the Property set forth in the Parking Agreement, provided, however, this Section 3(b) shall in no way modify, limit or impair any obligation of Successor Owner to perform maintenance and repair obligations pursuant to the Parking Agreement, and provided further, that if Successor Owner fails to perform any such maintenance and repair obligations, then Tenant shall have all rights and remedies available to it in the Parking Agreement, at law, and in equity. Although the foregoing provisions of this Agreement are self-operative, Tenant, Lender and the then current Successor Owner shall confirm such provisions in writing, as such other parties may reasonably request from time to time. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property (including all proceeds therefrom). Notwithstanding anything to the contrary set forth herein, nothing in this Agreement shall limit Tenant's rights or remedies against any Successor Owner with respect to (a) Self-Help rights [Section 8 of the Parking Agreement], or (b) events first occurring after the date of attornment, or (c) any failure by any Successor Owner to correct any conditions that exist as of the date of attornment, to the extent Licensors are obligated to correct such conditions under the Parking Agreement.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance of the due date, unless otherwise specified in the Lease. Within sixty (60) days after written notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease should be paid to Lender in connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due and when they become due to Landlord under the Lease, without being required to determine whether an event of default by Borrowers has occurred under the Security Instrument and Landlord hereby expressly authorizes Tenant to make such payments to Lender (instead of to Landlord) upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant

from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions, and Landlord and Lender hereby acknowledge and agree that all such payments made by Tenant to Lender shall be applied and credited in payment of Rent and other obligations of Tenant under and in accordance with the Lease.

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, so long as the Security Instrument remains of record, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the time periods provided for cure by Landlord, measured from the time notice is deemed received by Lender pursuant to the notice provisions of Section 6(a) below. Tenant acknowledges that Lender is not obligated to cure any Landlord default prior to becoming a Successor Owner, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease, provided such cure is timely and sufficient to remedy the applicable default under the Lease, and in such case, Tenant will not exercise any right or remedy with respect to such default under the Lease. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection therewith. Nothing contained herein shall be construed as limiting Tenant's rights and remedies for Landlord's defaults under the Lease or for Licensors' defaults under the Parking Agreement.

6. Miscellaneous.

(a) Notices. All notices under this Agreement must be in writing and addressed to the address for a party provided below such party's signature and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. A new notice address may be established from time to time by written notice given in accordance with this Section. All notices will be deemed effective and received on the next business day after being sent by overnight courier service, and on the fifth (5th) business day after being sent by certified mail (return receipt requested). Notice to outside counsel or parties other than the named Tenant, Lender, Licensors and Landlord, now or hereafter designated by a party as entitled to notice, are for convenience only and are not required for notice to a party to be effective in accordance with this section.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease and the Parking Agreement, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease and Parking Agreement. This Agreement controls any conflict between the terms of this Agreement and the Lease and Parking Agreement. This Agreement may not be modified, supplemented or terminated, nor any provision hereof waived, unless by written agreement of Lender and Tenant, and then only to the extent expressly set forth in such writing.

(c) Binding Effect. This Agreement binds and inures to the benefit of each party hereto and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law.

(d) Unenforceability. Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns cover all genders. Unless otherwise provided herein, all days from performance shall be calendar days, and a “**business day**” is any day other than Saturday, Sunday and days on which Lender is closed for legal holidays, by government order or weather emergency.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws).

(g) WAIVER OF JURY TRIAL. TENANT, LICENSORS, LANDLORD AND LENDER, AS AN INDUCEMENT FOR EACH OTHER TO PROVIDE THIS AGREEMENT AND THE ACCOMMODATIONS TO EACH OTHER OFFERED HEREBY, EACH WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURES AND NOTARIES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

LENDER:

Wilmington Trust, National Association, not individually, but solely as Trustee for the Holders of CSMC 2021-GATE, Commercial Mortgage Pass-Through Certificates, Series 2021-GATE, Trustee

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Servicer

By: _____
Name: Kristie A. Alvelo
Title: Authorized
Representative

LENDER NOTICE ADDRESS:

Wilmington Trust, National Association, not individually, but solely as Trustee for the Holders of CSMC 2021-GATE, Commercial Mortgage Pass-Through Certificates, Series 2021-GATE, Trustee

c/o Berkadia Commercial Mortgage LLC
323 Norristown Road, Suite 300
Ambler, PA 19002
Attn: Dawn Killen
For Loan # 011158042

Notary Acknowledgment for Lender:

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF MONTGOMERY :

On _____, before me, _____, Notary Public, personally appeared Kristie A. Alvelo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

{seal}

[Tenant's Signature and Acknowledgment continued on next page]

TENANT:

New Jersey Transit Corporation, an instrumentality
of the State of New Jersey

TENANT NOTICE ADDRESS:

New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105-2246
Attention: SVP, Office of the General Counsel

with a copy to:

By: _____
Name: _____
Title: _____
Date: _____

New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105-2246
Attention: President and CEO

Notary Acknowledgment for Tenant:

_____ :
_____ : ss
_____ :

On _____, before me, _____, Notary Public, personally
appeared _____, the _____, of New Jersey Transit Corporation,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

{seal}

[Landlord's Signature and Acknowledgment continued on next page]

LANDLORD:

Two Gateway Center Property Owner LLC, a
Delaware limited liability company

By: _____

Name:

Title:

Date:

LANDLORD NOTICE ADDRESS:

c/o Onyx Equities, LLC
900 Route 9 North, Suite 400 Woodbridge, New
Jersey 07095
Attention: John Saraceno, Jr.

with a copy to:

Milbank LLP
55 Hudson Yards
New York, New York 10001 Attention: Yaakov
Sheinfeld, Esq. Facsimile No.: (212) 325-8717

Notary Acknowledgment for Landlord:

On _____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

{seal}

Licensors:

One Gateway Center Property Owner LLC, a
Delaware limited liability company

By: _____

Name:

Title:

Date:

LICENSORS' NOTICE ADDRESS:

c/o Onyx Equities, LLC
900 Route 9 North, Suite 400 Woodbridge, New
Jersey 07095
Attention: John Saraceno, Jr.

with a copy to:

Milbank LLP
55 Hudson Yards
New York, New York 10001 Attention: Yaakov
Sheinfeld, Esq. Facsimile No.: (212) 325-8717

One Gateway Center Leasehold Owner LLC, a
Delaware limited liability company

By: _____

Name:

Title:

Date:

c/o Onyx Equities, LLC
900 Route 9 North, Suite 400 Woodbridge, New
Jersey 07095
Attention: John Saraceno, Jr.

with a copy to:

Milbank LLP
55 Hudson Yards
New York, New York 10001 Attention: Yaakov
Sheinfeld, Esq. Facsimile No.: (212) 325-8717

Notary Acknowledgment for Licensors:

: ss

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

{seal}

Notary Acknowledgment for Licensors:

_____ :
_____ : ss
_____ :

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

{seal}

Exhibit "A"
(Legal Description of the Property)

Gateway II
283-299 Market Street
Newark, NJ
Essex County

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Newark City, County of Essex, State of NJ:

BEGINNING at a point at the intersection of the westerly side of McCarter Highway and the northerly side of Market Street; thence

1. Along said side of Market Street, North 75 degrees 08 minutes 25 seconds West, 188.10 feet; thence
2. North 15 degrees 42 minutes 45 seconds East, 351.19 feet to a point in the southerly side of Commerce Street; thence
3. Along said side of Commerce Street, South 63 degrees 43 minutes 53 seconds East, 191.32 feet to the intersection of the same with the westerly side of McCarter Highway; thence
4. Along said side of McCarter Highway, South 15 degrees 42 minutes 45 seconds West, 313.34 feet to the intersection of McCarter Highway and Market Street and the point and place of BEGINNING.

Being also described as follows:

BEGINNING at a point at the intersection of the westerly side of McCarter Highway and the northerly side of Market Street; thence

1. Along said northerly side of Market Street, North 75 degrees 17 minutes 10 seconds West 188.23 feet to a point; thence
2. North 15 degrees 34 minutes 00 seconds East, 351.19 feet to a point in the southerly side of Commerce Street; thence
3. Along said side of Commerce Street South 63 degrees 52 minutes 38 seconds East, 191.45 feet to the intersection of the same with the westerly side of McCarter Highway; thence
4. Along said westerly side of McCarter Highway South 15 degrees 34 minutes 00 seconds West, 313.34 feet to the intersection of McCarter Highway and Market Street and the point and place of BEGINNING.

Together with the non-exclusive right to use the pedestrian walkway or bridge in common with others as reserved in that certain Indenture made February 6, 1974, recorded February 27, 1974, in Deed Book 4468 page 893, in the Essex County Register's Office.

Together with the non-exclusive right to the pedestrian walkway as set forth in and shown on Exhibit G of that certain Grant and Agreement made April 18, 1991, recorded April 18, 1991 in Deed Book 5164 page 592, in the Essex County Register's Office.

Note: Being Lot 120, Block 151, Tax Map of the Newark City, County of Essex. Note: Lot and Block shown for informational purposes only.

PARCEL II (GATEWAY I GARAGE UNIT)

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Newark City, County of Essex, State of New Jersey more particularly described as follows:

Garage Unit situated in the One Gateway Center Condominium together with an 11.79% undivided percentage interest in the Common Elements of said Condominium. Said unit is created under the provisions of and is subject to the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.) and the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.), as amended, and any applicable regulations adopted under either law. Said unit is in accordance with the terms, limitations, conditions, covenants, restrictions, easements agreements and other provisions set forth in that certain Master Deed for One Gateway Center Condominium dated August, 1997, and recorded August 21, 1997 in the Office of the Register of Essex County in Book 5491 of Deeds at page 332, as affected by that certain First Amendment to Master Deed dated October 31, 2018 and recorded November 20, 2018 in the Essex County Clerk's Office as Instrument Number 2018100189, as the same may hereafter be lawfully amended.

TOGETHER WITH the free and uninterrupted use, and the liberty and privilege of uninterrupted passage along an overhead Pedestrian Walkway (including two bridges noted hereafter) which extends from its easterly most point at the Pennsylvania Railroad Station located at the easterly side of Raymond Plaza West, (variable width) crossing and bridging the aforesaid Raymond Plaza West at and between the elevations of 34.2 feet and 51.2 feet above City Datum to the entrance of One Gateway Center Condominium at and between the elevations of 34.1 feet and 51.2 feet above City Datum; thence, passing along and through the aforesaid Condominium at and between the elevations as set forth in the Condominium Plans to the land now or late of the Prudential Insurance Company of America; thence crossing the aforesaid land and also crossing and bridging McCarter Highway also known as New Jersey State Highway Route 21 (variable width) at and between the elevations of 42.9 feet and 60.2 feet above City Datum to the entrance of Two Gateway Center at and between the elevations of 46.6 feet and 60.7 feet above City Datum; thence extending through the building and crossing the land of Two Gateway Center at and between the elevations of 43.1 feet and 64.7 feet above City Datum to the entrance of Three Gateway Garage at and between the elevations of 43.1 feet and 64.7 feet above City Datum; thence extending through the building and crossing the land of Three Gateway Garage and also crossing the land of Three Gateway at and between the elevations of 43.0 feet and 64.7 feet above City Datum to the entrance of Three Gateway Center; thence extending through Three Gateway Center at and between the elevations of 43.0 feet and 64.7 feet above City Datum to the westerly most point at or near Mulberry Street (variable width) (such entire described Pedestrian Walkway (including the bridges described above). the "Pedestrian Walkway").

FURTHER SUBJECT TO AND TOGETHER WITH the Declaration of Easements, Covenants and Restrictions by and between First Newark Gateway Urban Renewal Association and The Prudential Insurance Company of America dated August 18, 1997 and recorded August 21, 1997 in Deed Book 5491 page 478.

Subject to and together with easements as set forth in Deed Book 4987 Page 433 and Deed Book 5226 Page 683.

DESCRIPTION continued

TOGETHER WITH the easement rights and benefits as set forth in Deed Book 4378 page 376, Deed Book 4556 page 353, Deed Book 5164 page 592, Deed Book 5664 page 680 and Deed Book 5723 page 610.

Note: Being Lot(s) 162 C2A and T01, Block 150.02, Tax Map of the Newark City, County of Essex.

Note: Lot and Block shown for informational purposes only.

PARCEL IV (GATEWAY III GARAGE UNIT)

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Newark City, County of Essex, State of New Jersey, more particularly described as follows:

BEGINNING at a point in the northerly line of Market Street (variable width right of way), said point being situate South 63 degrees 52 minutes 38 seconds East, a distance of 435.43 feet and South 15 degrees 34 minutes 00 seconds West, a distance of 341.20 feet from a point located at the intersection of the southerly line of Commerce Street (60 feet wide right of way) with the easterly line of Mulberry Street (variable width right of way) and from said beginning point running; thence

1. Along the northerly line of Market Street (variable width right of way) North 76 degrees 30 minutes 37 seconds West, a distance of 223.15 feet to a point; thence
2. North 15 degrees 34 minutes 00 seconds East, a distance of 215.15 feet, coincident with Lots 121 and 122, Block 151 to a point; thence
3. South 74 degrees 26 minutes 00 seconds East, a distance of 223.00 feet coincident with Lot 122, Block 151 to a point in the westerly line of Lot 120, Block 151; thence
4. South 15 degrees 34 minutes 00 seconds West, a distance of 207.06 feet, coincident with said Lot 120, Block 151 to the point and place of BEGINNING.

TOGETHER with and subject to easements as set forth in Deed Book 4768, Page 941 and Deed Book 5226, Page 689.

TOGETHER WITH the free and uninterrupted use, and the liberty and privilege of uninterrupted passage along an overhead Pedestrian Walkway (including two bridges noted hereafter) which extends from its easterly most point at the Pennsylvania Railroad Station located at the easterly side of Raymond Plaza West, (variable width) crossing and bridging the aforesaid Raymond Plaza West at and between the elevations of 34.2 feet and 51.2 feet above City Datum to the entrance of One Gateway Center Condominium at and between the elevations of 34.1 feet and 51.2 feet above City Datum; thence passing along and through the aforesaid Condominium at and between the elevations as set forth in the Condominium Plans to the land now or late of the Prudential Insurance Company of America; thence crossing the aforesaid land and also crossing and bridging McCarter Highway also known as New Jersey State Highway Route 21 (variable width) at and between the elevations of 42.9 feet and 60.2 feet above City Datum to the entrance of Two Gateway Center at and between the elevations of 46.6 feet and 60.7 feet above City Datum; thence extending through the building and crossing the land of Two Gateway Center at and between the elevations of 43.1 feet and 64.7 feet above City Datum to the entrance of Three Gateway Garage at and between the elevations of 43.1 feet and 64.7 feet above City Datum; thence extending through the building and crossing the land of Three Gateway Garage and also crossing the land of Three Gateway at and between the elevations of 43.0 feet and 64.7 feet above City Datum to the entrance of Three Gateway Center; thence extending through Three Gateway Center at and between the elevations of 43.0 feet and 64.7 feet above City Datum to the westerly most point at or near Mulberry Street (variable width) (such entire described Pedestrian Walkway (including the bridges described above), the "Pedestrian Walkway").

DESCRIPTION continued

TOGETHER WITH the Grant and Declaration of Easements between Gateway III Newark, L.L.C.; Gateway IV Newark Urban Renewal, L.L.C; Gateway V Newark, L.L.C.; and Gateway Parking Newark, L.L.C. dated December 21, 1999 and recorded December 27, 1999 in Deed Book 5664, Page 852.

TOGETHER WITH the easement rights and benefits as set forth in Deed Book 5164 page 592, Deed Book 5664 page 680, Deed and Deed Book 5723 page 610.

TOGETHER WITH the easement and benefits as set forth in Easement and Agreement dated August 31, 1992 and recorded September 2, 1992 in Deed Book 5226, Page 689.

Note: Being Lot(s) 1, Block 151, Tax Map of the Newark City, County of Essex.

Note: Lot and Block shown for informational purposes only.

EXHIBIT P

INTENTIONALLY OMITTED

EXHIBIT Q

SALE OF BUILDING

If, during the Term of this Lease, Landlord, in its sole discretion, elects to publicly market the Building for sale (by itself, and not as part of a sale of the Building together with any of the other buildings comprising the Complex by Landlord and the owner(s) of such other building(s)), provided no Event of Default by Tenant is then in existence under this Lease, Landlord shall, at least fifteen (15) days prior to publicly announcing the availability of the Building for sale, notify Tenant in writing of such election, so that Tenant may (in its sole and absolute discretion) participate in the bidding process with respect to such sale. Landlord shall not be obligated by this provision to negotiate with or to agree to sell the Building to Tenant, and Landlord shall be free to sell the Building to any party, and on any terms, it elects. The sole purpose of this provision is to assure Tenant that it will be made aware of Landlord's decision to commence publicly marketing the Building for sale before such marketing efforts commence.

EXHIBIT R

PERMITTED ENCUMBRANCES

1. The Lien of any current or future Mortgage.
2. Agreement as set forth in Deed Book 4468, Page 893, and as shown on the Survey dated August 3, 2021, and last revised September 21, 2021, prepared by Control Point Associates, Inc., as File Number 01-180077-02 (the "Survey").
3. Easement and Agreement as set forth in Deed Book 5226 Page 683, and as shown on the Survey.
4. Easement and Agreement as set forth in Deed Book 5226 Page 689 and as shown on the Survey.
5. Grant and Agreement as set forth in Deed Book 5164 page 592 as amended in Deed Book 5664 page 680 and Deed Book 5723 page 610, Deed Book 5892 Page 878, Deed Book 5892 Page 887, Deed Book 6073 Page 760, Deed Book 6400 Page 763, Deed Book 6400 Page 867, Deed Book 12291 Page 4895 and Deed Book 12291 Page 4960, and as shown on the Survey.

EXHIBIT S

FORM OF MEMORANDUM OF LEASE

After recording return to:

Gibbons P.C.
One Gateway Center
Newark, NJ 07102
Attn: Andrew J. Camelotto, Esq.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated as of _____, 2023, is entered into by **TWO GATEWAY CENTER PROPERTY OWNER, LLC**, a Delaware limited liability company with an office at c/o Onyx Equities, 900 Route 9 North, Suite 400, Woodbridge, New Jersey 07095 ("Landlord"), and **NEW JERSEY TRANSIT CORPORATION**, an instrumentality of the State of New Jersey with an office at One Penn Plaza East, Newark, New Jersey 07102 ("Tenant").

1. Grant of Lease; Term.

(a) Landlord and Tenant have entered into a lease agreement (the "Lease Agreement") dated as of the date hereof, for certain space located on the entire 6th, 7th, 8th, 9th, 11th, 12th, and 18th floors, part of the 10th floor and Conference Center Space located on the 2nd floor (subject to adjustment as described in the Lease Agreement) in a building commonly known as Two Gateway Center (designated as Block 151, Lot 120 on the Tax Map of the City of Newark, County of Essex) as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Premises") for the Term that commences on the Rent Commencement Date for the Initial Space and terminates at 11:59 P.M. local time on the last day of the three hundredth (300th) full calendar month following the Rent Commencement Date for the Initial Space (the "Expiration Date"), subject to adjustment and earlier termination as provided in the Lease Agreement. The provisions of the Lease Agreement are incorporated herein by this reference.

(b) The Lease Agreement grants Tenant (i) the right to renew for two (2) ten (10) year Renewal Terms; (ii) the right of first offer to lease space on any portion of the tenth (10th) floor of the Building not included in the Premises, any full floor in the Building or any portion of any floor of the Building that is contiguous to a floor on which the Premises are located; and (iii) the right of first refusal to lease space in all or part of any floor of the Building that is contiguous to a floor of the Building on which a portion of the Premises is located, any portion of the tenth (10th) floor not included in the Premises, or any portion of the fourteenth (14th) floor of the Building; all of the foregoing subject to and in accordance with the applicable provisions of the Lease Agreement.

(c) The Lease Agreement grants Tenant certain other rights on the terms set forth therein.

2. Purpose. This Memorandum is prepared for the purposes of recordation. However, in the event of any inconsistency between the provisions of this Memorandum and the Lease Agreement, the provisions of the Lease Agreement shall prevail.

3. Miscellaneous. This Memorandum may be signed in counterparts. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Lease Agreement. This Memorandum is not a complete summary of the unrecorded Lease Agreement. Reference should be made to the unrecorded Lease Agreement for the full terms, conditions and provisions thereof. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

INTENDING TO BE LEGALLY BOUND, Landlord and Tenant have executed this Memorandum of Lease as of the day and year written on the first page of this Memorandum.

WITNESS:

TWO GATEWAY CENTER PROPERTY OWNER, LLC, a Delaware limited liability company

Name:

By: _____
Name:
Title:

STATE OF NEW JERSEY)
) SS.:
COUNTY OF _____)

I CERTIFY that on _____, 2023, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed the attached document as _____ of TWO GATEWAY CENTER PROPERTY OWNER, LLC, a Delaware limited liability company; and

(b) signed and delivered this document as his or her act and deed on behalf of said limited liability company.

Notary Public

INTENDING TO BE LEGALLY BOUND, Landlord and Tenant have executed this Memorandum of Lease as of the day and year written on the first page of this Memorandum

WITNESS:

NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey

Name:

By: _____
Name:
Title:

STATE OF NEW JERSEY)
) SS.:
COUNTY OF _____)

I CERTIFY that on _____, 2023, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed the attached document as _____ of NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey; and

(b) signed and delivered this document as his or her act and deed on behalf of said corporation.

Notary Public

EXHIBIT A

All that certain lot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, in the County of Essex, State of NJ:

BEGINNING at a point at the intersection of the westerly side of McCarter Highway and the northerly side of Market Street; thence

(1) Along said side of Market Street, North 75 degrees 8 minutes 25 seconds West, 188.10 feet; THENCE

(2) North 15 degrees 42 minutes 45 seconds East, 351.19 feet to a point in the southerly side of Commerce Street; THENCE

(3) Along said side of Commerce Street, South 63 degrees 43 minutes 53 seconds East, 191.32 feet to the intersection of the same with the westerly side of McCarter Highway; THENCE

(4) Along said side of McCarter Highway, South 15 degrees 42 minutes 45 seconds West, 313.34 feet to the intersection of McCarter Highway and Market Street and the point and place of BEGINNING.

The above described being also described as follows:

All that certain lot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being in the City of Newark, in the County of Essex, State of NJ:

BEGINNING at a point at the intersection of the westerly side of McCarter Highway and the northerly side of Market Street;

(1) Along said northerly side of Market Street, North 75 degrees 17 minutes 10 seconds West 188.23 feet to a point; THENCE

(2) North 15 degrees 35 minutes 00 seconds East, 351.19 feet to a point in the southerly side of Commerce Street; THENCE

(3) Along said side of Commerce Street, South 63 degrees 52 minutes 38 seconds East, 191.45 feet to the intersection of the same with the westerly side of McCarter Highway; THENCE

(4) Along said westerly side of McCarter Highway, South 15 degrees 34 minutes 00 seconds West, 313.34 feet to the intersection of McCarter Highway and Market Street and the point and place of BEGINNING.

Together with the non-exclusive right to use the pedestrian walkway or bridge in common with others as reserved in that certain Indenture made February 6, 1974, recorded February 27, 1974, in Deed Book 4468 page 893, in the Essex County Register's Office.

Together with the non-exclusive right to the pedestrian walkway as set forth in and shown on Exhibit G of that certain Grant and Agreement made April 18, 1991, recorded April 18, 1991 in Deed Book 5164 page 592, in the Essex County Register's Office.

Together with the right of passage as reserved in that certain Easement and Agreement made August 31, 1992, recorded September 2, 1992 in Deed Book 5226 page 683, in the Essex County Register's Office. New Jersey, through the Walkway, as defined therein.

Together with the right of passage as reserved in that certain Easement and Agreement made August 31, 1992, recorded September 2, 1992, in Deed Book 5226 page 689, in the Essex County Register's Office, New Jersey, through the Walkway, as defined therein.

NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 120, Block 151, on the Tax Map in the City of Newark, State of New Jersey.

EXHIBIT T

ENVIRONMENTAL REPORT

Phase I Environmental Site Assessment dated August 4, 2021, for One Gateway Center, Two Gateway Center and Four Gateway Center, Newark, New Jersey 07102, prepared by EBI Consulting, identified as EBI Project No. 1121005250

EXHIBIT U

COMPLIANCE REQUIREMENTS

Landlord acknowledges that it has executed the Certification and State-Funded Contract Compliance Forms attached to this Exhibit U as Attachment A, which is incorporated into and made a part of this Office Lease Agreement. Landlord represents that it is in compliance with the requirements set forth in Attachment A at the time it executes this Office Lease Agreement and agrees it will comply with such requirements, as applicable, throughout the term of this Office Lease Agreement. Landlord shall comply with the following supplemental compliance requirements.

AUDIT AND INSPECTION OF RECORDS

The Landlord and any vendor or contractor (including, but not limited to, any general contractor or subcontractor) contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, shall maintain and retain all records, data, documents, reports, and materials relating to this Office Lease Agreement and all work performed in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, and shall permit Tenant, the State of New Jersey, or the Office of the State Comptroller, and their authorized representatives, upon request to inspect, audit, and photocopy all such records, data, documents, reports, and materials, from the execution date of this Office Lease Agreement through and until the expiration of five (5) years after of the final payment made by Tenant pursuant to this Office Lease Agreement.

Landlord shall include, or require to be included, in all contracts with any vendor or contractor, any contracts between such vendor and contractor and any lower-tiered party, and any contracts between lower-tiered parties in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, a provision to the effect that the vendor, contractor, or lower-tiered contracting party agrees that it will keep all records, data, documents, reports, and materials relating to this Office Lease Agreement and all work performed in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, and that Tenant, the State of New Jersey, the Office of the State Comptroller, and their authorized representatives, shall be permitted to inspect, audit, and photocopy all such records, data, documents, reports, and materials until the expiration of five (5) years after the last payment is made under the applicable contract. Tenant, the State of New Jersey, the Office of the State Comptroller, and their authorized representatives shall have the right to inspect all services provided pursuant to this Office Lease Agreement or in furtherance of Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, and specifically reserves the right to conduct on-site visits and perform financial audits and operational reviews.

Any inspection or audit, or lack thereof, by Tenant or the Office of the State Comptroller, shall not relieve the Landlord of any of its obligations and responsibilities under this Office Lease Agreement.

The periods of inspection and audit described above, for records, data, documents, reports, and materials that relate to any claims, litigation, arbitration, other dispute resolution proceeding, appeal, or settlement of claims arising out of the performance of this Office Lease Agreement, or costs, expenses, or payments pursuant to this Office Lease Agreement as to which exception has been taken by Tenant, the State of New Jersey, the Office of the State Comptroller, or any of their authorized representatives, shall continue until such claims, litigation, arbitration, other dispute resolution proceedings, appeals, or exceptions have been disposed of.

POLITICAL CONTRIBUTION DISCLOSURE

Landlord is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year Landlord has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, including, without limitation, this Office Lease Agreement. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

SOCIAL AND ECONOMIC REQUIREMENTS

Landlord shall also comply with the following social and economic requirements as applicable. Landlord shall include, or require to be included, in all contracts with any vendor or contractor (including, without limitation, any general contractor or subcontractor), any contracts between such vendor and contractor and any lower-tiered party, and any contracts between lower-tiered parties in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, a provision requiring the contracting parties to comply with the following social and economic requirements as applicable.

Prevailing Wage Act

Landlord, and any vendor or contractor (including, but not limited to, any general contractor or subcontractor) contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended, as applicable (including, by way of example only, the Base Building Work and the Tenant Improvements), and the Prevailing Wage Act is hereby incorporated into and made a part of the Office Lease Agreement. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or the Commissioner's duly authorized deputy or representative.

In the event it is found that any worker has been paid a rate of wages less than the prevailing wage required to be paid, Tenant may terminate the work by the vendor or contractor (including, but not limited to, any general contractor, subcontractor, or supplier).

Tenant shall furnish as part of this Office Lease Agreement a copy of the prevailing minimum wage rates which shall be paid to the workers employed in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement as applicable.

Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement.

Landlord, and any vendor or contractor (including, but not limited to, any general contractor or subcontractor) contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, that is subject to the provisions of the Prevailing Wage Act shall post the prevailing wage rates for each craft and classification involved, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workers their wages.

Landlord's signature on this Office Lease Agreement is its guarantee that neither it nor any vendor or contractor (including, but not limited to, any general contractor or subcontractor) that will be contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, is currently listed by or on record with the Commissioner of Labor and Workforce Development as one who failed to pay the prevailing wages according to the Prevailing Wage Act.

Public Works Contractor Registration Act

Landlord, and any vendor or contractor (including, but not limited to, any general contractor or subcontractor) contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, shall comply with the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. as amended, as applicable (including, by way of example only, the Base Building Work and the Tenant Improvements), and the Public Works Contractor Registration Act is hereby incorporated into and made a part of this Office Lease Agreement. No vendor or contractor at any level shall engage in the performance of any work in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement that is subject to the Public Works Contractor Registration Act unless it is registered pursuant to the Public Works Contractor Registration Act.

New Jersey Building Services Contract Act

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services for any property or premises leased by the State, as defined in N.J.S.A. 34:11-56.59, employees of the contractor or subcontractors furnishing such building services shall be paid prevailing wage for building services. The prevailing wage shall be adjusted annually during the term of the contract. Landlord, and any vendor or contractor (including, but not limited to, any general contractor or subcontractor) that will be contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, shall comply with New Jersey Building Services Contract Act as applicable.

Equal Employment Opportunity

Landlord and Tenant agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) as amended and supplemented and the rules and regulations promulgated pursuant thereto, and the provisions set forth in the Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts, N.J.A.C. 17:27-3.5 and -3.7, and also the provisions set forth in the Mandatory Equal Employment Opportunity Language for Construction Contracts, N.J.A.C. 17:27-3.6 and -3.8, attached hereto as part of Attachment A are hereby incorporated into and made a part of this Office Lease Agreement and that Landlord shall comply with Equal Employment Opportunity requirements as applicable.

In accordance with N.J.S.A 10:2-1, the Landlord agrees that for any construction, alteration, or repair work performed, or for the acquisition of materials, equipment, supplies or services, in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement:

a. In the hiring of persons for the performance of work under this Office Lease Agreement or any contract or subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Office Lease Agreement, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. Landlord, any contractor or subcontractor, or any person on their behalf shall not, in any manner, discriminate against or intimidate any employee (x) engaged in the performance of work under this Office Lease Agreement or any contract or subcontract hereunder, or (y) engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex;

c. There may be deducted from the amount payable to the Landlord by Tenant, under this Office Lease Agreement, a penalty of \$50.00 for each person for each calendar day during

which such person is discriminated against or intimidated in violation of the provisions of this section of this Office Lease Agreement; and

d. All money due or to become due hereunder may be forfeited, for any violation of this section of this Office Lease Agreement occurring after notice to the Landlord from Tenant of any prior violation of this section of this Office Lease Agreement.

Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.13 and -56.14 (P.L. 2019, c. 9), a contractor entering into a contract to perform “qualifying services” or “public work” for the State, or any agency or instrumentality of the State, shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development web site at: <https://nj.gov/labor/equalpay/equalpay.html>.

Landlord shall comply with the requirements of the Diane B. Allen Equal Pay Act, as applicable, in connection with this Office Lease Agreement or in furtherance of any of the Landlord’s obligations and responsibilities pursuant to this Office Lease Agreement (including, by way of example only, the Base Building Work and the Tenant Improvements).

Equal Opportunity For Individuals With Disabilities

Landlord and Tenant agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are incorporated into and made a part of this Office Lease Agreement. In providing any aid, benefit, or service on behalf of Tenant pursuant to this Office Lease Agreement, Landlord agrees that the performance shall be in strict compliance with the Americans With Disabilities Act of 1990. In the event that Landlord, its agents, servants, employees, vendors, or contractors (including, but not limited, any general contractor or subcontractor) violate or are alleged to have violated the Americans With Disabilities Act of 1990 during the performance of this Office Lease Agreement, Landlord shall defend Tenant, the State of New Jersey, and their agents, servants, and employees in any action or administrative proceeding commenced pursuant to the Americans With Disabilities Act of 1990. Landlord shall indemnify, protect, and save harmless Tenant, the State of New Jersey, and their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. Landlord shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. If any action or administrative proceeding results in an award of damages against Tenant, the State of New Jersey, or their agents, servants, and employees or if Tenant, the State of

New Jersey, or their agents, servants, and employees incur any expense to cure a violation of the Americans With Disabilities Act of 1990, Landlord shall satisfy and discharge the same at its own expense.

Tenant will, as soon as practicable after a claim has been made against it, give written notice thereof to the Landlord along with full and complete particulars of the claim. If any action or administrative proceeding is brought against Tenant or any of its agents, servants, and employees, Tenant will expeditiously forward to Landlord every demand, complaint, notice, summons, pleading, or other process received by it or its representatives.

Any approval by Tenant of the services provided by Landlord pursuant to this Office Lease Agreement shall not relieve Landlord of the obligation to comply with the Americans With Disabilities Act of 1990 and to defend, indemnify, protect, and save harmless Tenant, the State of New Jersey, or their agents, servants, and employees pursuant to this section.

Landlord expressly understands and agrees that the provisions of this indemnification clause shall in no way limit Landlord's obligations assumed in this Office Lease Agreement, nor shall they be construed to relieve Landlord from any liability, nor preclude Tenant from taking any other actions available to it under any other provisions of this Office Lease Agreement or otherwise at law.

Small Business Enterprises

All Division of Revenue and Enterprise Services registered/certified Small Business Enterprise (SBE) firms, including suppliers, in accordance with N.J.S.A. 52:32-17, et seq. and N.J.A.C. 17:13-1.1, et seq., shall have the maximum opportunity to participate in the performance of this Office Lease Agreement as applicable (including, by way of example only, the Base Building Work and the Tenant Improvements) and any contracts with any vendor or contractor (including, without limitation, any general contractor or subcontractor), any contracts between such vendor or contractor and any lower-tiered party, and any contracts between any lower-tiered parties in connection this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement. Landlord shall use good faith efforts, in accordance with N.J.S.A. 52:32-17, et seq. and N.J.A.C. 17:13-1.1, et seq., to ensure that all SBEs have equal opportunity to participate in the performance of this Office Lease Agreement as applicable. Failure by the Landlord to carry out the requirements of this section shall be deemed a material breach of this Office Lease Agreement.

Prompt Payment Act

Landlord, and any vendor or contractor (including, but not limited to, any general contractor or subcontractor) contracted in connection with this Office Lease Agreement or in furtherance of any of the Landlord's obligations and responsibilities pursuant to this Office Lease Agreement, shall comply with the Prompt Payment Act, N.J.S.A 2A:30A-1, et. seq., as applicable.

Exhibit U – Attachment A

[See attached]



NJ TRANSIT REQUIRED CERTIFICATIONS AND DOCUMENTS

NJ TRANSIT Contract No. (if applicable; if not, insert Not Applicable)

Not Applicable

New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey 07105 The undersigned hereby declare that I/we (NAME)

John A. Saraceno, Jr.

TITLE

Authorized Signatory

of (FIRM NAME)

Two Gateway Center Property Owner, LLC

DATE

May 10, 2023

having carefully examined the contents of the statements and certifications herein, and intending to be bound by same and any applicable terms and conditions between the Vendor and NJ TRANSIT, and representing that Vendor is familiar with local conditions affecting the cost of work, Vendor hereby will contract to do all work according to all applicable Contract Documents, including, but not limited to, scope of work, cost estimates, drawings, plans, designs, the statements and certifications contained herein, (hereinafter "Contract Documents"), and will perform all other work in connection with and incidental thereto for the amounts delineated in the Purchase Order.

I, being duly authorized, certify that the statements above are complete and correct to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

Two Gateway Center Property Owner, LLC (Insert Name of Company) and its Subcontractor(s) hereby certifies they are not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Two Gateway Center Property Owner, LLC (Insert Name of Company) and its Subcontractor(s) have no exclusion on the consolidated U.S. Government, System for Award Management (SAM) database.

I, being duly authorized, certify that the information supplied above is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Signature

John A. Saraceno, Jr.

Name

Authorized Signatory

Title

May 10, 2023

Date

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY (EEO) LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the vendor agrees as follows:

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The vendor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The vendor or subcontractor agrees to revise its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established

by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the vendor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one (1) of the following three (3) documents:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.)

The vendor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq.

State of New Jersey Department of Treasury - Public Contract EEO Compliance Webpage:
http://www.state.nj.us/treasury/contract_compliance

CERTIFICATION OF COMPLIANCE
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
IMPORTANT NOTICE TO ALL VENDORS, CONTRACTORS, AND CONSULTANTS

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with vendors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq. and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors, prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

AFFIDAVIT OF COMPLIANCE
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAWS

I, John A. Saraceno, Jr. (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT, hereby warrant and affirm to NJ TRANSIT as follows:

1. Vendor warrants and affirms it has obtained and reviewed a copy of NJ TRANSIT's Code of Vendor Ethics (Attachment A) and that Vendor has read and studied this document and distributed this document to all of Vendor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, Vendor further warrants and affirms that Vendor has obtained and reviewed NJ TRANSIT's document entitled "Important Notice to All Contractors and Consultants" (Attachment B) and that Vendor has read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Vendor has distributed this document to all of Vendor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.

2. Vendor warrants and affirms that it has issued written instructions to all of Vendor's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Vendor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants."

3. Vendor warrants and affirms that during the bidding, agreement or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than de minimis valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.

4. Vendor warrants and affirms that during the agreement process for the contract with NJ TRANSIT, Vendor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract, or solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Ethics Liaison Officer.

5. Vendor warrants and affirms that during the agreement process for the contract with NJ TRANSIT, it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Vendor's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT who has solicited or asked Vendor to provide gifts, gratuities, benefits, inducements, meals (other than de minimis valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Vendor.

6. Vendor acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Vendor from bidding or proposing for a contract between the Vendor and NJ TRANSIT.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Two Gateway Center Property Owner, LLC

(Print Name of Contractor)



Date: May 10, 2023

(Signature of Authorized Principal or Officer)

John A. Saraceno, Jr., Authorized Signatory

(Print Name and Title of Signator)

PREVAILING WAGE NOTICE (If applicable)

FOR PUBLIC WORKS AND BUILDING SERVICES

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for public work or building services, as defined in N.J.S.A. 34:11-56.59, the employees of the vendor or subcontractors shall be paid prevailing wage for public works or building services. The prevailing wage shall be adjusted annually during the term of the contract.

ATTACHMENT A

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (Cont)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (Cont)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Cont)


(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

2.03C

Policy Number	Supercedes	Effective Date
2.03C	2.02 dated 09/15/97 2.12 dated 06/01/98 2.03A dated 8/2010	Mon, 07/22/2019 - 12:00
Manual	Source	Key Subject
General Administration	Corporate Compliance & Ethics	Ethics
Title		
CODE OF ETHICS FOR VENDORS		
Applies to		Signed by
Any Individual or Organization Contracting with or Seeking to do Business with NJ TRANSIT		

I. PURPOSE

This document establishes a Code of Ethics for NJ TRANSIT Vendors, Contractors and Bidders.

II. AUTHORITY

- A. The Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq.
- B. The New Jersey Public Transportation Act of 1979, as supplemented and amended, N.J.S.A. 27:25-1 et seq.
- C. Executive Order No. 189 (Kean, 1988) (to the extent applicable).
- D. New Jersey Transit Procurement Policies and Procedures, including specifically debarment rule, N.J.A.C. 16:72-5.1 et seq.

E. Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey.

III. DEFINITIONS

A. Vendor - Any person, firm, corporation or other entity, including its officers, agents and representatives, which has provided, now provides, or offers or proposes to provide in the future, goods or services to or to perform a contract for or with NJ TRANSIT.

B. Board Member - Any person appointed to the NJ TRANSIT Board of Directors pursuant to N.J.S.A. 27:25-4(b) and (d), including ex officio members of the Board and their designees.

C. Employees - Full- and part-time employees of NJ TRANSIT.

D. Immediate Family – Of any person means the person’s spouse, child, parent or sibling residing in the same household, as defined by N.J.S.A. 52:13D-13i, as well as the person’s Domestic Partner or Civil Union Partner.

E. Domestic Partner – Any person who has established a domestic partnership pursuant to the New Jersey Domestic Partnership Act, P.L. 2003, Chapter 246 (N.J.S.A. 26:8A-1 et

F. Civil Union Partner – Any person who has established a civil union pursuant to the provisions of New Jersey Civil Union Act, P.L. 2006, Chapter 103 (N.J.S.A. 37:1-28 et seq.).

IV. POLICY

A. GENERAL

1. NJ TRANSIT considers the maintenance of public trust and confidence critical to its proper functioning. Vendors of NJ TRANSIT must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead to the favored treatment of any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless constitute the appearance of questionable behavior to the general public, thus compromising the integrity of NJ TRANSIT.

2. This policy is based upon the principles established in the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13 D-12et seq.) and the regulations promulgated by the New Jersey State Ethics Commission thereunder, as well as the Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey, promulgated by the New Jersey Department of the Treasury.
3. This Code of Ethics for Vendors shall be deemed to be a substantial and integral part of every NJ TRANSIT Invitation for Bid (IFB), Request for Proposal (RFP) and contract.
4. This policy is intended to augment, not to replace, existing law, regulations, administrative orders and the current Uniform Ethics Code.

B. NJ TRANSIT Code of Ethics for Vendors

1. Gifts, Gratuities And Favors:

a) A vendor shall not, either directly or indirectly, pay, offer to pay, or agree to pay any amount of money, fee, commission, compensation, gift, gratuity or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of their immediate family, or to any partnership, firm or corporation with which any such Board Member or employee is employed or associated, or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g.

b) A vendor shall not give or offer any NJ TRANSIT Board Member, employee or their immediate family any amount of money, gift, loan or other thing of value regardless of whether it might be reasonably inferred that such amount of money, gift, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties. In addition, Board Members, employees and their immediate family are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other items or consideration. A vendor may not "wine and dine" NJ TRANSIT Board Members, employees or their immediate family.

c) NJ TRANSIT Board Members and employees may not accept any food or beverages from any vendor with the exception of coffee, tea, soda, Danish, chips, pretzels, donuts or similar snacks, which may be provided

to all attendees at a conference, seminar or business meeting. If food other than the above is provided (e.g., sandwich, pizza or a meal), the Board member or employee must pay the cost for the meal.

d) Any questions as to what is or is not acceptable or what constitutes proper conduct for an NJ TRANSIT Board Member or employee, and any solicitation of gifts, consideration or items of value by or on behalf of a NJ TRANSIT Board Member or employee, should be referred to:

Chief Ethics Officer
NJ TRANSIT
One Penn Plaza East, 8th Floor
Newark, NJ 07105-2246
(833) 749-3782
(973) 491-8820

2. Solicitation by NJ TRANSIT Board Member or employee:

A vendor shall immediately report in writing the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a NJ TRANSIT Board Member or employee, to NJ TRANSIT's Chief Ethics Officer, the New Jersey Attorney General and the State Ethics Commission.

3. Business, commercial or entrepreneurial relationship:

Whether or not pursuant to employment, contract or other agreement, expressed or implied, a vendor shall not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such vendor to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which (s)he is employed or associated or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Chief Ethics Officer.

4. General Standards:

a) A vendor shall not influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his/her

official capacity in any manner which might tend to impair the objectivity or independence of judgment of any Board Member or employee.

b) A vendor shall not request, influence, or attempt to request, influence or cause to be requested or influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his/her official position in any manner to secure unwarranted privilege or advantage for the vendor or any other person.

5. Protected/Confidential Information:

a) A vendor may not profit, directly or indirectly, from the use of any secret or confidential NJ TRANSIT information, knowledge or data that has been illicitly disclosed.

b) Vendors and their employees may not use any secret or confidential NJ TRANSIT information, knowledge or data for any purposes other than complying with their contractual obligations to NJ TRANSIT.

6. Intellectual Property:

A vendor may not use NJ TRANSIT branding, logo or any promotional or marketing materials without prior written approval from the NJ TRANSIT Communications Department.

7. Employment Offers:

a) Current State Employees/Future Employment: If a vendor offers a job to a NJ TRANSIT employee, with whom they have direct and substantial contact, such offer or solicitation must be immediately disclosed to management and the Chief Ethics Officer. Please also note that NJ TRANSIT employees must secure prior approval for secondary employment. Depending on the vendor relationship with the employee, the vendor employment offer may be disapproved, and the NJ TRANSIT employee could be screened from taking any official action with respect to the particular vendor contracts, applications, or matters in the future.

b) Former State Employees: After leaving NJ TRANSIT, employees are under a lifetime ban against the use or provision of information not generally available to the public acquired during their employment. Additionally, former employees are prohibited from representing or

assisting a vendor concerning a particular contract or other matter if they were substantially and/or directly involved in that particular contract or other matter while employed by NJ TRANSIT.

8. Failure to Comply:

A vendor's failure to comply with this policy may result in termination of the contract or debarment pursuant to N.J.A.C. 16:72-5.2. Additionally, violations of certain provisions of the Conflict of Interest Law are subject to a fine not to exceed \$1,000, or imprisonment not to exceed six months, or both.

Cross Reference

New Jersey Uniform Ethics Code, available online at
<https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>

New Jersey Conflicts of Interest Law and regulations adopted thereunder (N.J.A.C. 19:61-1.1 et seq.), available online at <https://www.state.nj.us/ethics/statutes/conflicts/> and <https://www.state.nj.us/ethics/statutes/rules/>

Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey, available online at
https://www.state.nj.us/treasury/purchase/ethics_guide.shtml

ATTACHMENT B

**IMPORTANT NOTICE
TO
ALL CONTRACTORS AND CONSULTANTS**

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

ADDITIONAL ATTACHMENTS



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: Two Gateway Center Property Owner, LLC

Date: May 10, 2023

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME <u>(see attached sheet)</u>	ADDRESS _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships , or limited liability companies owning a 10% or greater interest of those listed business entities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME <u>(see attached sheet)</u>	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

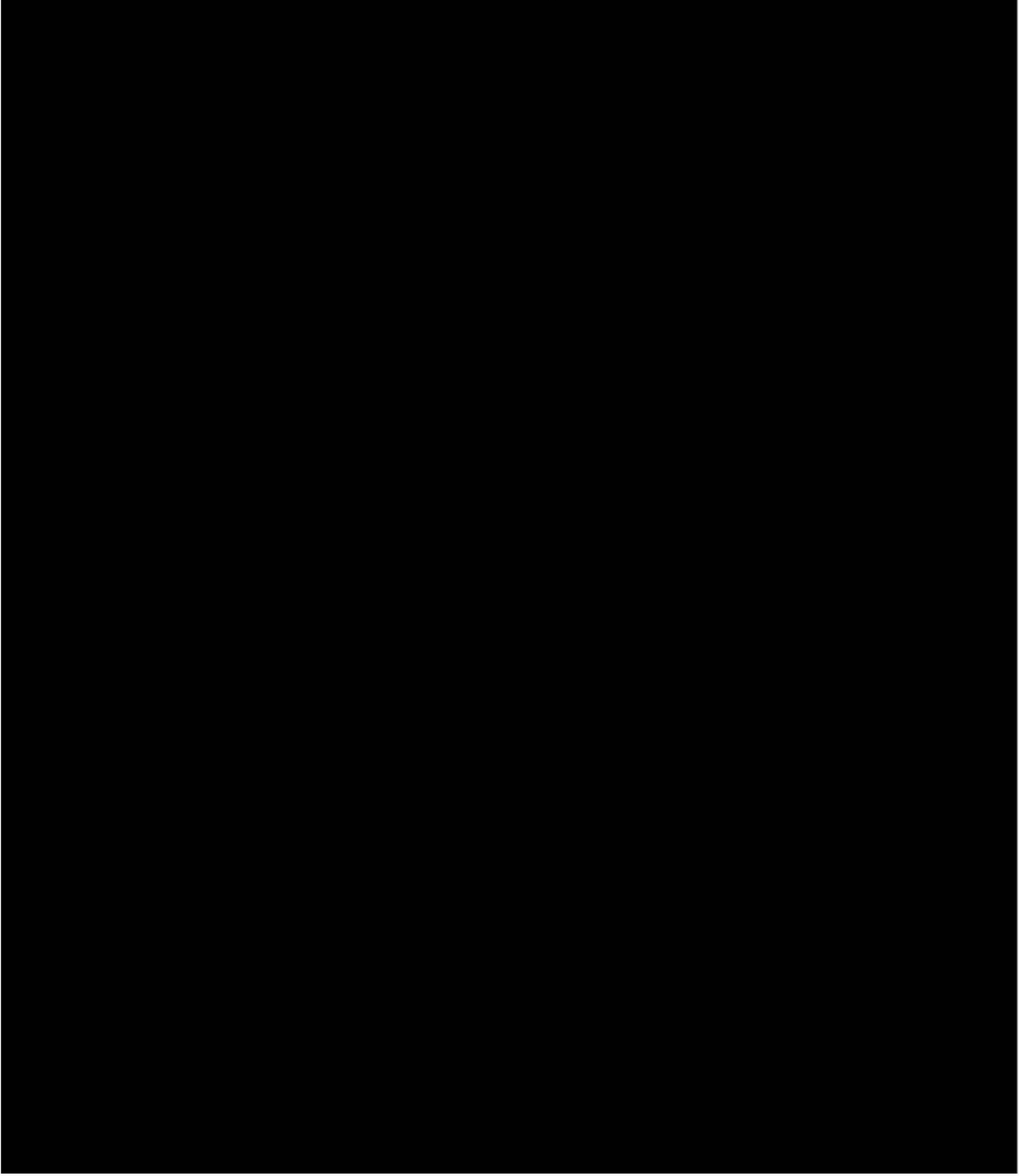
5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

Two Gateway Center Property Owner LLC

Attachment to Ownership Disclosure Form
May 10, 2023

The "Vendor" is the landlord of Two Gateway Center, Newark, New Jersey
which is
Two Gateway Center Property Owner, LLC
which is 100% owned by





SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Office Lease Agreement - Two Gateway Center, Newark, NJ

VENDOR NAME: Two Gateway Center Property Owner, LLC

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1



All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.



Services will be performed by the Contractor and/or Subcontractors outside of the United States. Complete Part 2.

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

***Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.**

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

John A. Saraceno, Jr., Authorized Signatory

Print Name and Title

Date

May 10, 2023



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: Two Gateway Center, Newark, NJ Office Lease VENDOR/BIDDER: Two Gateway Center Property Owner LLC

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded 's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
NONE		\$	
		\$	
		\$	
		\$	

Attach additional sheets if necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

May 10, 2023

Signature
John A. Saraceno, Jr., Authorized Signatory
Print Name and Title

Date



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Office Lease Agreement - Two Gateway Center, Newark, NJ

VENDOR NAME: Two Gateway Center Property Owner, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

John A. Saraceno, Jr., Authorized Signatory

Print Name and Title

May 10, 2023

Date



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Office Lease Agreement - Two Gateway Center, Newark, NJ

CONTRACT TITLE

CONTRACT NUMBER

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c. 3) any person or entity (hereinafter "Vendor"¹) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus². If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity (Attach Additional Sheets If Necessary.)

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)



- D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. (Attach Additional Sheets If Necessary.)

May 10, 2023

Signature of Vendor's Authorized Representative

John A. Saraceno, Jr., Authorized Signatory

Print Name and Title of Vendor's Authorized Representative

Two Gateway Center Property Owner, LLC

Vendor's Name

c/o Onyx Equities, LLC

Vendor's Address (Street Address)

900 Route 9 North, Suite 400, Woodbridge, NJ 07095

Vendor's Address (City/State/Zip Code)

Date

83-3113800

Vendor's FEIN

732-362-8200

Vendor's Phone Number

732-362-8801

Vendor's Fax Number

Vendor's Email Address

Definitions

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

² Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified and the company email. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

2 or More Races: Persons identifying as 2 or More Races.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

STATE OF NEW JERSEY


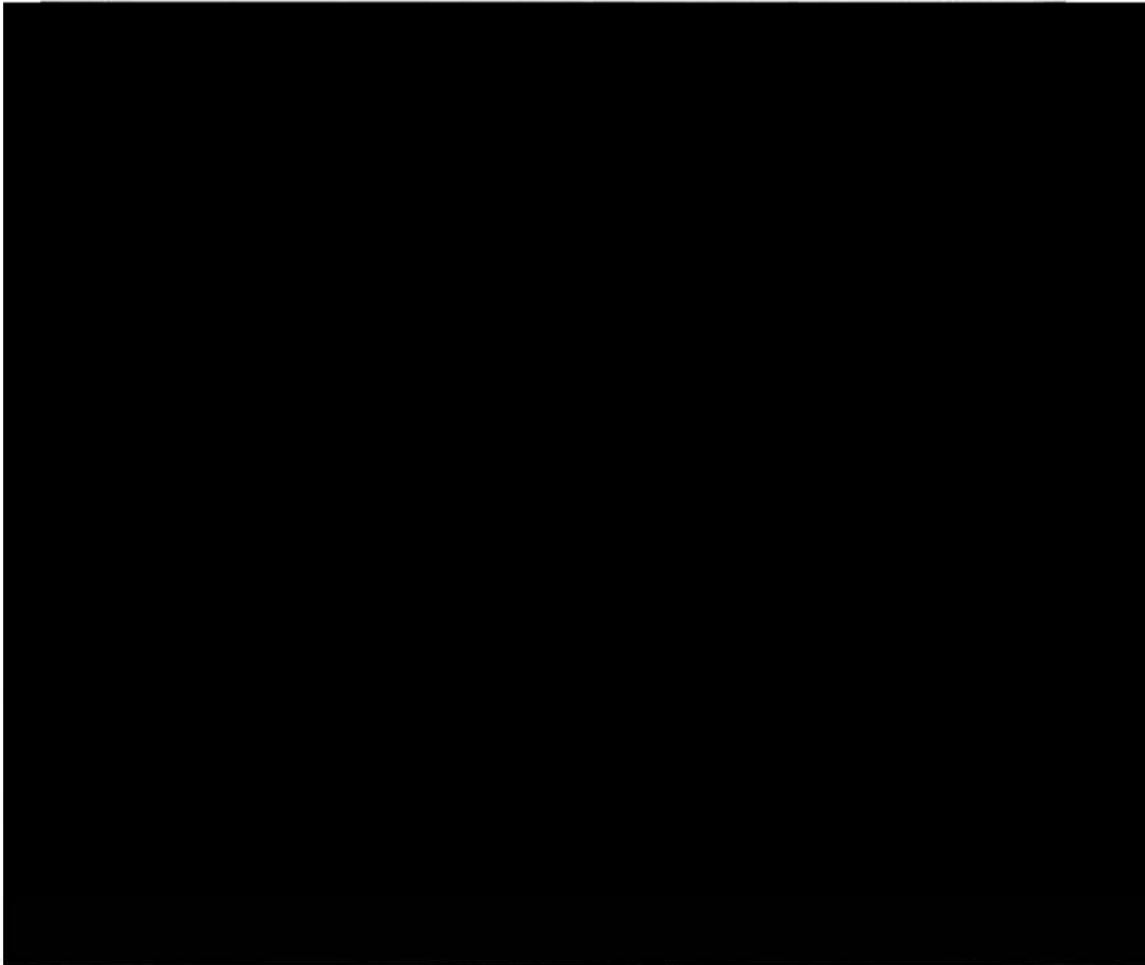
Division of Purchase & Property


Contract Compliance Audit Unit

EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION**SECTION B - EMPLOYMENT DATA****SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) John A. Saraceno, Jr.	SIGNATURE 	TITLE Authorized Signatory	DATE MO DAY YEAR 05 10 2023
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) c/o Onyx Equities, 900 Route 9 North, Suite 400, (Middlesex County), Woodbridge, NJ 07095 732-362-8800			

INFORMATION AND INSTRUCTIONS

For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor's Chapter 51 certification before contacting the Review Unit's mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name -- Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email -- Enter the vendor's primary email address.

Vendor FEIN -- Please enter the vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury
Division of Purchase and Property
Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name Two Gateway Center Property Owner LLC
(Including trade name if applicable)

Address c/o Onyx Equities, 900 Route 9 North, Suite 400

City Woodbridge State NJ Zip 07095 Phone 732-362-8800

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) 83-3113800

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☒ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

**All Equity members of a LLC
Gateway Center Parent LLC**

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

**Please attach additional contributions on a separate page.
On Docusign, use the upload feature on the right.**

☒ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

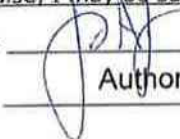
4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name  Print Name John A. Saraceno, Jr.
Title/Position Authorized Signatory Date May 10, 2023

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

**PREVAILING WAGE AND
PUBLIC WORKS CONTRACTOR REGISTRATION**

*Construction contractors and subcontractors must furnish
proof of registration prior to contract award*

(NOT APPLICABLE)

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BUSINESS REGISTRATION ACT/CERTIFICATE

*Pursuant to N.J.S.A. 52:32-44, Contracting party
and any of its subcontractors must furnish proof of
registration prior to contract award*

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TWO GATEWAY CENTER PROPERTY OWNER LLC.		
ADDRESS:	SEQUENCE NUMBER:	
TWO GATEWAY CENTER 283-298 MAR NEWARK NJ 07102	2300636	
EFFECTIVE DATE:	ISSUANCE DATE:	
01/04/19	01/04/19	
		<i>James J. Gennaro</i> Director New Jersey Division of Revenue
FORM-BRC (04-08) - D205048V		

This Certificate is NOT assignable or transferable. It must be continuously displayed at above address.

DIANE B. ALLEN EQUAL PAY ACT

On April 24, 2018, Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L. 2018, c. 9). The law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or an instrumentality of the State for "qualifying services" or "public works" must provide to the Department of Labor and Workforce Development—upon commencement of the contract—wage and demographic data for all employees who are employed in connection with the contract (for public works) and for all employees (for qualifying services).

This requirement DOES NOT apply to employers who are contracting with local governments (for example: municipalities and counties).

The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee.

See attached "Annual Equal Pay Report for Qualifying Services" (also emailed to equalpayact@dol.nj.gov)

Name of Employer Two Gateway Center Property Owner, LLC		Year 2022	Contract No.
Business Address c/o Onyx Equities, LLC; 900 Route 9 North, Woodbridge, NJ 07095		Establishment Address or <input type="checkbox"/> Same as business address Two Gateway Center, 283-299 Market Street, Newark, NJ 07102	

[illegible]

KEY A – Race

A = Asian
B = Black or African American
I = Native Hawaiian or Pacific Islander
N = American Indian or Native Alaskan
W = White
M = 2 or More

KEY B – Pay Bands

1 = \$19,239 and under	7 = \$62,920–80,079
2 = \$19,240–\$24,439	8 = \$80,080–\$101,919
3 = \$24,440–\$30,679	9 = \$101,920–\$128,959
4 = \$30,680–\$38,999	10 = \$128,960–\$163,799
5 = \$39,000–\$49,919	11 = \$163,800–\$207,999
6 = \$49,920–\$62,919	12 = \$208,000 and over

☐ Check if additional sheets are used

Email completed form to
equalpayact@dol.nj.gov

NON-COLLUSION CERTIFICATION

I, John A. Saraceno, Jr. of the City of Newark
in the County of Essex and the State of New Jersey, of full age, say that:

I am authorized signatory of the firm of
the Proposer making the Proposal for the 2 Gateway lease project, and that I executed the Proposal
with and any ancillary documents with full authority so to do; said Proposer has not, directly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint
of free, competitive bidding in connection with the above-named project; and that all statements
contained in said Proposal and in this Certification are true and correct; and made with full
knowledge that NJ Transit relies upon the truth of the statements contained in said Proposal and
in the statements contained in this Certification in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such Contract upon an agreement or understanding for a commission, percentage,
brokerage or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by Two Gateway Center Property Owner LLC*.

** see attached 5/10/2023 supplemental letter of explanation*

I certify under penalty of perjury that the foregoing statements made by me are true and
correct. I am aware that if any of the foregoing statements made by me are willfully false, I am
subject to punishment.

Signature

John A. Saraceno, Jr.

TWO GATEWAY CENTER PROPERTY OWNER, LLC

c/o Onyx Equities, LLC

900 Route 9 North, Suite 400, Woodbridge, New Jersey 07095

Phone: (732) 362-8800 • Fax: (732) 362-8801

May 10, 2023

Re: Attachment to Non-Collusion Certification
in re: Proposed Lease between Two Gateway Center Property Owner LLC
and New Jersey Transit Corporation

To Whom It May Concern:

In connection with the proposed lease between Two Gateway Center Property Owner LLC (the "Proposer") and New Jersey Transit Corporation ("NJT"), and the Non-Collusion Certification to which this letter is attached and which Certification is signed by the signatory hereof, Proposer represents that, pursuant to a separate written agreement(s) to be executed and subject to full execution and delivery of the lease, Proposer, as landlord under the lease, will pay NJT's exclusive real estate broker, Savills Inc., a real estate commission and will pay Proposer's real estate broker, Jones Lang LaSalle Brokerage, Inc. ("JLL"), a real estate commission. The commission payable to Savills Inc. is referenced in the NJT Request for Proposal dated July 12, 2022 from Savills Inc. to JLL. The payment of commissions to bonafide established commercial or selling agencies is customary for a real estate lease transaction of this type.

Sincerely,

Two Gateway Center Property Owner, LLC

By: 

John A. Saraceno, Jr.
Authorized Signatory

STATEMENT OF JOINT VENTURE

WE, THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

1. THE CONTRACTOR, UNDER WHOSE NAME WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES, HAS DULY AUTHORIZED AND EMPOWERED US TO EXECUTE THIS STATEMENT OF JOINT VENTURE IN THE NAME OF AND ON BEHALF OF SUCH CONTRACTOR FOR THE PURPOSES HEREIN FURTHER SET FORTH.

2. THE FOLLOWING NAMED CONTRACTOR: NOT APPLICABLE

- (a)
() Individual () Partnership () Corporation
- (b)
() Individual () Partnership () Corporation
- (c)
() Individual () Partnership () Corporation

HAVE ENTERED INTO A JOINT VENTURE FOR THE SPECIAL PURPOSE OF CARRYING ON THE WORK AND PROFESSIONAL SERVICES HEREINAFTER DESCRIBED.

3. UNDER THE PROVISIONS OF SUCH JOINT VENTURE THE ASSETS OF EACH OF THE CONTRACTORS NAMED IN PARAGRAPH 2 HEREOF, AND IN CASE ANY CONTRACTOR SO NAMED ABOVE IS A PARTNERSHIP THE ASSETS OF THE INDIVIDUAL MEMBERS OF SUCH PARTNERSHIP, WILL BE AVAILABLE FOR THE PERFORMANCE OF SUCH JOINT VENTURE AND LIABLE THEREFOR AND FOR ALL OBLIGATIONS INCURRED IN CONNECTION THEREWITH.

4. THIS STATEMENT OF JOINT VENTURE IS EXECUTED SO THAT THE NAMED CONTRACTORS MAY, UNDER SUCH JOINT VENTURE, PROPOSE TO PERFORM THE WORK AND PROFESSIONAL SERVICES HEREIN MENTIONED AND THEY MAY, IF THE SUCCESSFUL PROPOSER THEREFOR, BE AWARDED THE CONTRACT FOR SUCH WORK AND PROFESSIONAL SERVICES. ANY CONTRACT RELATING TO THE WORK AND PROFESSIONAL SERVICES HEREINAFTER SPECIFIED SHALL BE EXECUTED BY ANY PERSON AUTHORIZED TO BIND ANY MEMBER OF THIS JOINT VENTURE, AND WHEN SO EXECUTED SHALL BIND THIS JOINT VENTURE AND EACH AND EVERY CONTRACTOR NAMED HEREIN, SEVERALLY AND JOINTLY. SIMULTANEOUS WITH THE EXECUTION OF THE CONTRACT THE JOINT VENTURERS SHALL DESIGNATE AND APPOINT A PROJECT MANAGER/DIRECTOR TO ACT AS THEIR TRUE AND LAWFUL AGENT WITH FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND ALL ACTS OR THINGS NECESSARY TO CARRY OUT THE WORK AND PROFESSIONAL SERVICES SET FORTH IN SAID CONTRACT.

**STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES
(Continued)**

5. AS JOINT VENTURERS, WE BIND THE CONTRACTOR FOR WHOM WE RESPECTIVELY EXECUTE THIS STATEMENT OF JOINT VENTURE IN FIRM AGREEMENT WITH NJ TRANSIT THAT EACH OF THE REPRESENTATIONS HEREIN SET FORTH IS TRUE.

6. THE WORK AND PROFESSIONAL SERVICES FOR WHICH THIS JOINT VENTURE HAS BEEN ENTERED INTO IS IDENTIFIED AS:

.....
.....
.....
.....

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
..... 20

(a)
(Name of Contractor)
BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
..... 20

(b)
(Name of Contractor)
BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
..... 20

(c)
(Name of Contractor)
BY
(Also type or print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF:

(a) HEREBY CERTIFIES THAT
(Name of Contractor)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Contractor)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST
(SEAL NECESSARY IF CORPORATION)
* * * * *

(b) HEREBY CERTIFIES THAT
(Name of Contractor)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Contractor)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST
(SEAL NECESSARY IF CORPORATION)
* * * * *

(c) HEREBY CERTIFIES THAT
(Name of Contractor)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Contractor)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST
(SEAL NECESSARY IF CORPORATION)