

LEASE

Demised Premises

**60 W. Broad Street
Suite 99a
Bethlehem, PA**

Landlord

Posh Properties No. 32 Bowlarama Limited Partnership

Tenant

City of Bethlehem

Date of Lease:

Commencement Date: March 1, 2014

Expiration Date: February 28, 2015

Term in Years: 1 year

LEASE AGREEMENT

This Lease Agreement ("**Lease**") made this 27th day of Feb., 2014 by and between Posh Properties No. 32 Bowlarama Limited Partnership, a Pennsylvania limited partnership (hereinafter called "**Landlord**"), and City of Bethlehem, a Pennsylvania City of the Third Class, with a principal place of business of 10 East Church Street County of Northampton, Commonwealth of Pennsylvania. (hereinafter called "**Tenant**").

FUNDAMENTAL LEASE PROVISIONS

(a) "**Term**": Commencing on March 1, 2014 (the "Commencement Date") and ending on February 28, 2015 (the "Expiration Date").

(b) "**Demised Premises**": Approximately Seven Hundred Thirty Four (734) rentable square feet of space ("**Tenant's SF**") in the Building known as 60 W Broad Street (the "**Building**"), located in Bethlehem, Pennsylvania, which Demised Premises are shown on the plan attached hereto as Exhibit "D". The Demised Premises is designated as Suite 99a in the Building and the land on which the Building is located is (the "Land"). Together, the Land, the Building and the Demised Premises are hereinafter referred to as the "**Complex**".

(c) "**Building SF**": The rentable square footage of the Building, which is 51,383 square feet; however, Landlord reserves the right to adjust the Building square footage and, correspondingly, adjust Tenant's Proportionate Share.

(d) "**Tenant's Proportionate Share**": 1.43% which is Tenant's SF divided by Building SF.

(e) "**Commencement Date**": March 1, 2014

(f) "**Notice Addresses**":

Landlord:

Posh Properties No. 32 Bowlarama Limited
Partnership
2216 Willow Park Road
Bethlehem, PA 18020

Tenant:

c/o Police Chief Mark A. Diluzio
10 East Church Street
Bethlehem, Pa 18018

- (g) **“Landlord’s Contact”:** Joseph T. Posh
- (h) **“Tenant’s Contact”:** Police Chief Mark A. Diluzio
- (i) **“Base Rent”:**

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
3/1/14 – 2/28/15	\$0.00	\$0.00

- (j) **“Permitted Use”:** Office
- (k) **“Security Deposit”:** \$0
- (l) **“Property Manager”:** Posh Properties No. 32 Bowlarama Limited Partnership, or any other company, firm or person Landlord may choose.
- (m) **“Broker”:** Posh Properties No. 32 Bowlarama Limited Partnership.

List of Exhibits

- Exhibit “A” - Site Plan
- Exhibit “B” - *Intentionally Omitted*
- Exhibit “C” - Rules and Regulations
- Exhibit “D” - Floor Plan

WITNESSETH, THAT:

1. DEMISED PREMISES. Landlord, for the Term and subject to the provisions and conditions hereof, leases to Tenant and Tenant accepts from Landlord, the Demised Premises.

2. TERM. Tenant shall use and occupy the Demised Premises for the Term, unless sooner terminated as herein provided.

3. ANNUAL BASE RENT.

(a) See Section (i) of the Fundamental Lease Provisions. The first installment to be payable on the Commencement Date of this Lease and subsequent installations to be payable on the first day of each successive month of the Term hereof.

(b) Intentionally Deleted

(c) All rent and other sums due to Landlord hereunder shall be payable to Landlord at Landlord's Notice Address specified in Section (f) of the Fundamental Lease Provisions, or to such other party or at such other address as Landlord may designate, from time to time, by written notice to Tenant, without demand and without deduction set-off or counterclaim (except to the demand or notice shall be expressly provided for herein).

(d) If Landlord, at any time or times, shall accept said rent or any other sum due to it hereunder after the same shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as, a waiver of any of Landlord's rights hereunder. Furthermore, no endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed binding on Landlord or deemed an accord and satisfaction, and Landlord may accept a check or payment from Tenant without prejudice to Landlord's right to recover the balance of the rent or other charges owing by Tenant, and without limitation on Landlord's right to pursue each and every remedy in this Lease or provided by law. Each right and remedy of Landlord provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

4. OPERATING EXPENSES AND TENANT SPECIFIC EXPENSES.

(a) **OPERATING EXPENSES.** The following shall be included in Tenant's Annual Base Rent:

"Operating Expense" shall mean the following expenses incurred by the Landlord in connection with the operation, repair and maintenance of the Demised Premises, the Building and the Land: (i) Real estate taxes and other taxes or charges levied in lieu of such taxes, general and special public assessments, charges imposed by any governmental authority pursuant to anti-pollution or environmental legislation taxes on the rentals of the Building or the use, occupancy or renting of space therein; (ii) premiums and fees for fire and extended coverage insurance, insurance against loss of rentals for space in the Building, and public liability insurance, all in amounts and coverages (with additional policies against additional risks) as may be required by Landlord or the holder of any mortgage; (iii) water and sewer service charges, common area electricity, heat and other utility charges not separately metered to tenants in the Building or Complex; (iv) all maintenance and repair costs to all areas of the Complex, including repairs and replacements of supplies and equipment, snow removal and paving, lawn and general grounds upkeep, maintenance, inspection and repair of the elevators, and all common area mechanical equipment such as HVAC, electrical and plumbing equipment, sprinkler system, fire alarm systems, and fire extinguishers in the Demised Premises (unless Landlord directs that Tenant directly assume the cost to inspect the fire extinguishers in accordance with Section 8(d), below), service contract costs for all HVAC units servicing the Building and the costs of all labor, materials and supplies incidental thereto; (v) wages, salaries, fees and other compensation and payments and payroll taxes and contributions to any social security, unemployment insurance, welfare, pension or similar fund and payments for other fringe benefits required by law, union agreement or otherwise made to or on behalf of all employees of Landlord performing services rendered in connection with the operation and maintenance of the Land, the Building

and/or the Demised Premises, including, without limitation, payments made directly to or through independent contractors for performance of such services or for servicing maintenance contracts; (vi) management fees, not to exceed 5% of the gross revenues payable to the Property Manager, affiliated or not affiliated with the Landlord, for the Complex; (vii) the annual amortized cost of capital improvement items (over their estimated economic useful life or payback period, whichever is shorter), which items are repair, labor or energy saving, governmental requirements, safety upgrades, upgrades and/or replacement in nature, including the installation and reasonable financing charges thereof; (viii) the maintenance, repair and replacement of exercise equipment in the Building work-out room, if one is installed by Landlord; (ix) the cost, including labor and supplies, for janitorial services for the common areas of the Complex, including, but not limited to, trash removal, sweeping, vacuuming, mopping, waxing, window washing, and cleaning of common area restrooms, if any; and (x) any and all other expenditures of Landlord incurred in connection with the operation, repair or maintenance of the Demised Premises, the Building and the Land which are properly expensed in accordance with general accounting practices consistently applied to the operation, maintenance and repair of a first class office building facility.

The term "Operating Expense" shall not include:

(a) Damage caused by or excessive repairs requested by Tenant or any other costs or expenses that are properly chargeable to particular tenants of the Building pursuant to Section 9(c) of this Lease, and as otherwise set forth in this Lease;

(b) depreciation and amortization;

(c) net income, franchise or capital stock taxes payable by Landlord;

(d) Landlord executive salaries and real estate brokers' commissions;

(e) janitorial services within the Demised Premises;

(f) any costs or expenses relating to utilities or other services for which Tenant pays for such utilities or other services directly; and

(g) the cost of services provided especially for any particular tenant at such tenant's expense and not uniformly available to all tenants within the Building of which the Demised Premises are a part.

"Tenant's Proportionate Share" shall be .45% which share may increase or decrease as the Building or Complex size increases or decreases.

5. Intentionally Omitted.

6. UTILITIES. Electric specific for the Demised Premises shall be included in Tenant's Annual Base Rent.

All other utilities specific to Demised Premises, including but not limited to, cable, phone and internet access are not included in Tenant's Annual Base Rent. Tenant shall be responsible for contracting and paying direct for all goods and services related to these items.

Landlord shall at all times have the exclusive right to select the provider or providers of utility services to the Demised Premises and the Complex, and Landlord shall have the right of access to the Demises Premises from time to time to install or remove utility facilities.

7. SECURITY DEPOSIT. As additional security for the full and prompt performance by Tenant of the terms and covenants of this Lease, Tenant has deposited with the Landlord the Security Deposit which shall not constitute rent for any month (unless so applied by Landlord on account of Tenant's Default). Upon a Default by Tenant hereunder, Landlord shall have the right to apply so much of the Security Deposit as is necessary to cure such Default or pay any expenses incurred as a result of such Default. Tenant shall, upon demand, restore any portion of said Security Deposit, which may be applied by Landlord to the cure of any Default by Tenant hereunder. To the extent that Landlord has not applied said sum on account of a Default, the Security Deposit shall be returned (without interest) to Tenant promptly at termination of this Lease.

8. SERVICES. Landlord agrees that it shall:

(a) Make available water for drinking, lavatory and toilet purpose drawn through fixtures existing in the Building; and

(b) Make available electric, air conditioning, electric and/or gas for heating, and hot and chilled water.

(i) Landlord shall furnish air conditioning, which temperature setting for comfortable occupancy shall be determined solely by Landlord, to the Demised Premises during the Business Hours defined in Exhibit "C" of this Lease. If Tenant shall request, which request must be received by Landlord forty-eight (48) hours in advance, air conditioning outside Business Hours, Tenant shall pay Landlord, which payment shall be made within 15 days following invoice from Landlord to Tenant, for the cost of such additional air conditioning, such cost to be calculated as accurately as possible and in a manner deemed most reasonable by Landlord.

(ii) Heat supplied through the common area HVAC system, which temperature setting for comfortable occupancy shall be determined solely by Landlord, shall be provided to the Demised Premises during the Business Hours defined in Exhibit "C" of this Lease. Heat supplied through the common area HVAC system that is provided outside Business Hours, other than additional heat requested by Tenant as defined hereafter, shall be at a temperature setting determined solely by Landlord. If Tenant shall request, which request must be received by Landlord forty-eight (48) hours in advance, heat supplied through the common area HVAC system outside Business Hours, Tenant shall pay Landlord, which payment shall be made within 15 days following invoice from Landlord to Tenant, for the cost of such additional

heat, such cost to be calculated as accurately as possible and in a manner deemed most reasonable by Landlord.

(c) Operate, maintain and repair the Building (other than individual tenant spaces) the roof, structure, sidewalks, parking lot, and landscaped areas and drainage swales, in good order and repair and in accordance with all laws.

(d) Arrange for the annual inspection of all fire extinguishers in the Demised Premises; however, at Landlord's election, and upon written notice to Tenant, Landlord may require Tenant to assume this obligation at Tenant's cost.

It is understood that Landlord does not warrant that any of the services referred to in this Section 8 will be free from interruption from causes beyond the reasonable control of Landlord. No interruption of service shall ever be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises or any part thereof or render Landlord liable to Tenant for damages, permit Tenant to abate rent or otherwise relieve Tenant from performance of Tenant's obligations under this Lease, unless Landlord, after reasonable notice, shall willfully and without cause fail or refuse to take action within its control.

9. CARE OF DEMISED PREMISES. Tenant agrees, on behalf of itself, its employees and agents that it shall:

(a) Comply at all times with any and all federal, state and local statutes, regulations, ordinances, and other requirements of any of the constituted public authorities relating to its use and occupancy of the Demised Premises.

(b) Give Landlord access to the Demised Premises at all reasonable times without charge or diminution of rent, to enable Landlord (i) to examine the same and to make such repairs, additions and alterations as Landlord may be permitted to make hereunder or as Landlord may deem advisable for the preservation of the integrity, safety and good order of the Building or any part thereof; and (ii) upon reasonable notice, to show the Demised Premises to prospective mortgagees and purchasers and, during the nine (9) months prior to expiration of the Term, to prospective tenants;

(c) At Tenant's sole cost and expense, maintain, repair and replace the interior of the Demised Premises including, but not limited to, mechanical systems which service the Demised Premises including HVAC, plumbing, and electrical systems and components thereof, in good order and repair as and when needed, and replace all glass broken by Tenant, its agents, employees or invitees with glass of the same quality as that broken, except for glass broken by fire and extended coverage-type risks, and commit no waste in the Demised Premises. Tenant shall have the option of replacing standard lights, ballasts, tubes, ceiling tiles, outlets, and such other items as replaced by Tenant pursuant to this subsection, or it shall have the option to advise Landlord of Tenant's desire to have Landlord make such repairs and/or replacements. If requested by Tenant or if Landlord otherwise reasonably determines that such repairs, maintenance and/or replacements are required, Landlord shall make such repairs and/or replacements to the Demised Premises within a reasonable time of notice to Landlord. Landlord

shall invoice Tenant and Tenant shall pay Landlord for said maintenance, repair and replacement items in the Demised Premises, which invoice shall be paid by Tenant within ten (10) days of the invoice date. All repairs and replacements made by Tenant shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing the Building and the Demised Premises;

(d) Any janitorial services for the Demised Premises shall be arranged for and paid by Tenant.

(e) Upon the termination of this Lease in any manner whatsoever, remove, except for those items considered fixtures of the Building (which exist either at the execution of this Lease or which are installed following the execution of this Lease), Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Demised Premises to Landlord peaceable and quietly in as good order and condition as existed at the inception of the Term of this Lease or as the same hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof, damage from fire and extended coverage type risks, and repairs which are Landlord's obligation excepted. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to tenant;

(f) Not to place signs in the Demised Premises, Building and/or Complex, except in accordance with existing Building standards established by Landlord, and then only of a type and with lettering and text approved by Landlord. Identification of Tenant and Tenant's location shall be provided on the Building directory and Tenant's suite sign.

(g) Not overload, damage or deface the Demised Premises or do any act which might make void or voidable any insurance on the Demised Premises or the Building or which may render an increased or extra premium payable for insurance (and without prejudice to any right or remedy of Landlord regarding this subparagraph, Landlord shall have the right to collect from Tenant, upon demand, any such increase or extra premium). Tenant shall maintain at its own sole cost adequate insurance coverage for all of its equipment, furniture, supplies and fixtures and provide Landlord with certificates evidencing such coverage;

(h) Not make any alteration of or addition to the Demised Premises without the prior written approval of Landlord (except for work of a decorative nature). Any alterations of, or additions to, the Demised Premises shall be of a type, material, and nature that are in accordance with the overall aesthetic quality and standard finishes of the Building. Any vendors and/or subcontractors hired by Tenant to complete said alterations or additions, including work of a decorative nature, to the Demised Premises shall be approved by Landlord, which approval shall not be unreasonably withheld and shall name Landlord and Property Manager as additional insured on said vendors and/or subcontractors insurance policies.

(i) Observe the rules and regulations ("Rules and Regulations") annexed hereto as **Exhibit "C"** as Landlord may from time to time amend the same, for the general safety, comfort and convenience of Landlord, occupants and tenants of the Building.

10. SUBLETTING AND ASSIGNING. Tenant shall not assign this Lease or sublet all or any portion of the Demised Premises, whether voluntarily or by operation of law, without first obtaining Landlord's prior written consent thereto. A transfer or sale by Tenant of a majority of the voting shares, partnership interests or other controlling interests in Tenant, except among the current family members of Tenant's current shareholders, shall constitute an assignment of this Lease by Tenant and shall require Landlord's prior written consent. If such consent is given, it will not release Tenant from its obligations hereunder and which will not be deemed a consent to any further subletting or assignment. If Landlord consents to any such subletting or assignment, it shall nevertheless be a condition to the effectiveness thereof that a fully executed copy of the sublease or assignment be furnished to Landlord and that any assignee assume in writing all obligation of Tenant hereunder. Tenant shall not mortgage or encumber this Lease. Landlord must approve any agent employed by Tenant to complete a sublease of the Demised Premises.

11. DELAY IN POSSESSION. If Landlord shall be unable to deliver possession of the Demised Premises to Tenant on the date specified for commencement of the Term hereof because of the holding over or retention of possession of any tenant or occupant, or if any repairs, improvements or decoration of the Demised Premises (which only includes those repairs, improvement or decoration that are to be completed by Landlord as per this Lease) are not completed, or for any other reason, Landlord shall not be subject to any liability to Tenant. Under such circumstances, the rent reserved and covenanted to be paid herein shall not commence until possession of Demised Premises is given or until Landlord shall give written notice to Tenant that the Demised Premises are available for occupancy by Tenant, whichever shall first occur, and no such failure to give possession shall in any other respect affect the validity of this Lease or any obligation to extend the Term of this Lease.

If Landlord shall be unable to deliver possession of the Demised Premises to Tenant on the date specified for commencement of the Term hereof because of delays resulting from Tenant Changes, as defined below, Tenant's actions or omissions ("Tenant's Delays"), the Term shall commence even if Tenant has not opened for business or the Delivery Date has not occurred. The Term shall commence upon Landlord's written notice to Tenant of the Commencement Date, which date shall be determined by Landlord's good-faith estimate of the date Tenant would have opened for business or the date the Delivery Date would have occurred if Tenant had not caused said Tenant Delays.

12. FIRE OR CASUALTY. In case of damage of the Demised Premises or the Building by fire or other casualty, Tenant shall give immediate notice thereof to Landlord. Landlord shall thereupon cause the damage to be repaired with reasonable speed, subject to delays, which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord. To the extent and for the time that the Demised Premises, or portions thereof, are thereby rendered untenable, the rent shall proportionately abate. In the event the damage shall be so extensive that Landlord shall decide not to repair or rebuild, or if any mortgagee, having the right to do so, shall direct that the insurance proceeds are to be applied to reduce the mortgage debt rather than to the repair of such damage, this Lease shall, at the option of the Landlord, exercisable by written notice to Tenant given within thirty (30) days after Landlord is notified of the casualty (or, in the case of a Mortgagee directing that

proceeds not be used to rebuild, within thirty (30) days thereof), be terminated as of a date specified in such notice, which termination date shall not be more than ninety (90) days from the date of Landlord's notice to Tenant.

13. LIABILITY. Tenant agrees that Landlord and its Property Manager and their officers, employees and agents shall not be liable to Tenant, and Tenant hereby releases said parties, for any personal injury or damage to or loss of personal property in the Demised Premises from any cause whatsoever unless such damage, loss or injury is the result of their willful and gross negligence of the Landlord, its Property Manager, or their officers, employees or agents, and Landlord and its Property Manager and their officers or employees shall not be liable to Tenant for any such damage or loss whether or not the result of their willful and gross negligence to the extent Tenant would be covered by insurance that Tenant is required to carry hereunder. This shall not be interpreted to preclude Tenant's insurance carrier from asserting a claim against the Landlord. Tenant shall and does hereby indemnify and hold Landlord harmless of and from all loss or liability incurred by Landlord in connection with any failure of Tenant to fully perform its obligations under this Lease and in connection with any personal injury or damage of any type or nature occurring in or resulting out of Tenant's use of the Demised Premises and all common areas.

14. EMINENT DOMAIN. If the whole or a substantial part of the Building or the Complex shall be taken or condemned for a public or quasi-public use under an statute or by right of eminent domain or private purchase in lieu thereof by any competent authority, Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation or purchase; and all right of the Tenant to damages therefore are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of any separate award for moving expenses or for any other award, which would not reduce the award payable to Landlord. Upon the date the right to possession shall vest in the condemning authority, this Lease shall cease and terminate with rent adjusted to such date, and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

15. INSOLVENCY.

(a) The appointment of a receiver or trustee to take possession of all or a portion of the assets of Tenant, or (b) an assignment by Tenant for the benefit of creditors, or (c) the institution by or against Tenant of any proceedings for bankruptcy or reorganization under any state or federal law (unless in the case of involuntary proceedings the same shall be dismissed within thirty (30) days after institution) or (d) any execution issued against Tenant which is not stayed or discharged within fifteen (15) days after issuance of any execution sale of the assets of Tenant, shall constitute a breach of this Lease by Tenant. Landlord in the event of such a breach shall have, without need of further notice, the rights enumerated in Section 16 herein.

16. DEFAULT.

(a) If Tenant shall fail to pay rent or any other sum payable to Landlord hereunder when due, or if Tenant shall fail to perform or observe any of the other covenants, terms or conditions contained in this Lease, or if any of the events specified in Section 15 occur, or if Tenant vacates or abandons the Demised Premises during the Term hereof or removes or manifests an intention to remove any of Tenant's goods or property therefrom other than in the ordinary and usual course of Tenant's business, then and in any of said cases (notwithstanding any former breach of covenant or waiver thereof in a former instance). Tenant shall have committed a default under the Lease ("Default"). In such event, Landlord, in addition to all other rights and remedies available to Landlord by law or equity or by any other provisions hereof, may at any time thereafter:

(i) declare to be immediately due and payable, a sum equal to the Accelerated Rent Component (as hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided; and/or

(ii) whether or not Landlord has elected to recover the Accelerated Rent Component, terminate this Lease on at least five (5) days written notice to Tenant and, on the date specified in said notice, this Lease and the Term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Demised Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

(b) For purposes herein, the "Accelerated Rent Component" shall mean the aggregate of:

(i) all rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component:

(ii) the Annual Base Rent reserved for the then entire unexpired balance of the Term of this Lease (taken without regard to any early termination of the Term by virtue of any Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of said Term which shall be capable of precise determination at the time of Landlord's election to recover the Accelerated Rent Component; and

(iii) Intentionally Omitted.

(c) In any case in which this Lease shall have been terminated, or in any case in which Landlord shall have elected to recover the Accelerated Rent Component and any portion of such shall remain unpaid, Landlord may without further notice, enter upon and repossess the Demised Premises, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the rents and profits therefrom. Landlord may, in its own name, as agent for Tenant, if this Lease has not been

terminated, or in its own behalf, if this Lease has been terminated, relet the Demised Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such terms (which may include concessions of free rent) as Landlord in its sole discretion may determine. Landlord may, in connection with any such reletting, cause the Demised Premises to be decorated, altered, divided, consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Demised Premised.\

(d) Landlord shall in no event be responsible or liable for nay failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due upon a reletting.

(e) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as damages incident to a termination of this Lease, in any bankruptcy reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect with such damages are to be proved.

(f) AFTER A DEFAULT OR THE EXPIRATION OF THE TERM, FOR THE PURPOSE OF OBTAINING POSSESSION OF THE DEMISED PREMISES, TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY, CLERK OF CIVIL COURTS, OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR TENANT AND ALL PERSONS CLAIMING UNDER OR THROUGH TENANT, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE DEMISED PREMISES, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH TENANT, IN FAVOR OF LANDLORD, FOR RECOVERY BY LANDLORD OF POSSESSION THEROF, FOR WHICH THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE DEMISED PREMISES, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED THE SAME SHALL BE TERMINATED AND THE POSSESSION OF THE DEMISED PREMISES REMAINS IN OR IS RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT TO CONFESS JUDGMENT IN ONE OR MORE FURTHER ACTIONS IN THE MANNER AND FORM SET FORTH ABOVE TO RECOVER POSSESSION OF SAID DEMISED PREMISES FOR SUCH SUBSEQUENT DEFAULT. TENANT WAIVES ALL ERRORS IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT. NO SUCH TERMINATION OF THIS LEASE, NOR TAKING, NOR RECOVERING POSSESSION OF THE DEMISED PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT HEREIN CONTAINED, NOR SHALL THE BRINGING OF ANY SUCH ACTION FOR RENT, OR BREACH OF COVENANT OR CONDITION NOR THE RESORT TO ANY OTHER REMEMDY HEREIN PROVIDED FOR THE

RECOVERY OF RENT OR DAMAGES FOR SUCH BREACH BE CONSTRUED AS A WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE AND TO OBTAIN POSSESSION IN THE MANNER HEREIN PROVIDED.

(g) UPON THE OCCURRENCE OF A DEFAULT, AND IN LIEU OF ANY AND ALL OTHER REMEDIES SET FORTH HEREIN, TENANT IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY SUCH COURT AT ANY TIME THEREAFTER TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS AND ENTER JUDGMENT AGAINST TENANT AND IN FAVOR OF LANDLORD FOR SUCH AGGREGATE AMOUNT OF RENT AND OTHER SUMS DUE TO LANDLORD AS IS UNPAID UNDER THIS LEASE (INCLUDING THE ACCELERATED RENT COMPONENT) TOGETHER WITH COSTS AND ATTORNEYS FEES EQUAL TO THE LESSER OF \$5,000 OR FIVE PERCENT (5%) OF SUCH UNPAID AMOUNTS. TENANT HEREBY RATIFIES AND CONFIRMS ALL THAT THE ATTORNEY MAY DO BY VIRTUE HEREOF AND WAIVES AND RELEASES ALL ERRORS WHICH MAY INTERVENE IN SUCH PROCEEDINGS. IF A COPY OF THIS LEASE SHALL BE PRODUCED IN ANY PROCEEDINGS BROUGHT UPON THE WARRANT OF ATTORNEY CONTAINED IN THIS PARAGRAPH, SUCH COPY SHALL BE CONCLUSIVE EVIDENCE OF SUCH PROTHONOTARY'S AND/OR CLERK'S AND/OR ATTORNEY'S AUTHORITY TO TAKE THE ACTION SPECIFIED HEREIN AND IT SHALL NOT BE NECESSARY TO PRODUCE THE ORIGINAL INSTRUMENT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, BUT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THERE IS OCCASION THEREFOR UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS LEASE.

(h) Tenant hereby waives all errors and defects of a procedural nature in any proceedings brought against it by Landlord under this Lease. Tenant further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, as amended, and agrees that five (5) days notice shall be sufficient in any case where a longer period may be statutorily specified.

(i) If rent or any other sum due from Tenant to Landlord shall be over due for more than five (5) days, it shall thereafter bear interest at the higher of (a) five percent (5%) above the highest prime rate published in the Wall Street Journal, if available (and, if not available, then such comparable substitute rate as may be selected by Landlord), from time to time, and (b) the rate of eighteen percent (18%) per annum (or, if lower, the highest legal rate) until paid.

(j) In the event that Tenant Defaults in the performance of any of the terms, conditions or covenants of this Lease, and such Default requires the Landlord, in the exercise of its sole discretion, to engage the services of any attorney, whether or not an employee of Landlord, to enforce compliance by the Tenant with the terms, conditions and covenants hereof the Tenant will reimburse Landlord for any and all expenses incurred in its use of such

attorney and in any action which said attorney may pursue. Such expenses shall include, but are not limited to legal fees, court costs, costs of filing and serving summons and/or complaints, etc. All attorney fees and costs incurred by the Landlord shall be due and payable on demand, shall be deemed to be Additional Rent hereunder and shall be added to the installment of rent next accruing or to any subsequent installment of rent due and payable hereunder, at the election of Landlord. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking and pursuing any of the rights and remedies which by the terms hereof are reserved to and are for the benefit of Landlord.

17. SUBORDINATION. This Lease is and shall be subject and subordinate to all the terms and conditions of all underlying mortgages and to all ground or underlying leases of the entire Building which may now or hereafter encumber the Building and/or the Land on which the Building is located, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary, provided that Tenant shall execute, within ten (10) days after request, any certificate that Landlord may reasonably require acknowledging such subordination at which time the Landlord shall provide to Tenant a non-disturbance agreement from the lender. If Landlord has attached to this Lease, or subsequently delivers to Tenant, a form of subordination agreement required by Landlord's lender, Tenant shall execute and return the same to Landlord within ten (10) days after receipt thereof by Tenant. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case this Lease shall continue in full force and effect at the option of the party holding the superior lien, and Tenant shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

18. NOTICES. All bills, statements, notices or communications which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to an officer of Tenant or sent by registered, certified mail or an overnight delivery service addressed to Tenant at the Demised Premises, or to such other place designated by Tenant in writing to Landlord, and the time of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or deposited in the mail, as the case may be. Any notice by Tenant to Landlord must be served by registered or certified mail or an overnight delivery service, addressed to Landlord at Landlord's notice address set forth in Section (f) of the Fundamental Lease Provisions.

19. HOLDING-OVER. Should Tenant continue to occupy the Demised Premises after expiration of the Term of this Lease, or any renewal or renewals thereof, or after a forfeiture or other termination thereof, such tenancy shall (without limitation on any of Landlord's rights or remedies therefor) be one at sufferance from month to month at a minimum monthly rent equal to twice the greater of (i) the sum of the Base Rent and Additional Rent payable for the last month of the Term of this Lease or, (ii) the fair market rental value at the time of such holdover, and, in addition to either of the foregoing, all other charges payable with respect to such last month of this Lease and all damages suffered or incurred by Landlord as a result of or arising from such holdover tenancy. Nothing contained herein shall grant Tenant the right to holdover after the term of this Lease has expired.

20. MISCELLANEOUS.

(a) Tenant represents and warrants that it has not employed any broker or agent as its representative in the negotiation for or the obtaining of this Lease other than Broker, and Tenant agrees to indemnify and hold Landlord harmless from any and all cost or liability for compensation claimed by any broker or agent with whom it has dealt.

(b) The word "Tenant" as used in this Lease shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. This Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee or successor of Tenant except upon the express written consent or election of Landlord. Subject to the foregoing limitation, each provision hereof shall extend to and shall as the case may require, bind and inure to the benefit of Tenant and its heirs, legal representatives, successors and assigns.

(c) The Term "Landlord" as used in this Lease means the fee owner(s) of the Building or, if different, the party holding and exercising the right, as against all others (except space Tenants of the Building) to possession of the entire Building. Landlord above-named represents that it is the holder of such rights as of the date of execution hereof. In the event of the voluntary transfer of such ownership or right to a successor-in-interest of Landlord, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability therefor upon transfer of such portion to its successor in interest) and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of the Landlord hereunder (either in terms of ownership or possessory rights). Successor in interest shall provide fifteen (15) days of such transfer and an escrow is to be established at the time of transfer in an amount equal to any outstanding claims which the Tenant may then have against the Landlord, if any. The successor in interest shall not (i) be liable for any previous act or omission of a prior landlord; (ii) be subject to any rental offsets or defenses against a prior landlord; (iii) be bound by any amendment of this Lease made without its written consent, or by payment by Tenant of rent in advance in excess of one (1) month's rent; or (iv) be liable for any Security Deposit not actually received by it. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Landlord. Notwithstanding anything to the contrary contained in this Lease, any liability of Landlord, its agents, partners or employees, arising out of or in respect of this Lease, the Demised Premises or the Building, shall be limited to the equity of Landlord in its interest in the Building.

(d) If requested by Landlord, Tenant agrees to execute a Memorandum of this Lease in the form submitted by Landlord, which may be recorded by Landlord. Tenant also agrees to execute any assignment of this Lease by Landlord, evidencing its consent to such assignment.

21. WAIVER OF SUBROGATION. Each party hereto hereby waives any and every claim which arises or which may arise in its favor against the other party hereto during the

Term of this Lease, or any extension or renewal thereof, for any and all loss of or damage to any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is covered under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waivers of claims. Each party agrees to request its insurers to issue policies containing such provisions and if any extra premium is payable therefor, the party which would benefit from the provision shall have the option to pay such additional premium in order to obtain such benefit.

22. RENT TAX. If, during the Term of this Lease or any renewal or extension thereof, any tax is imposed upon the privilege of renting or occupying the Demised Premises or upon the amount of rentals collected therefor, Tenant will pay each month, as additional operating expense, a sum equal to such tax or charge that is imposed for such month, but nothing herein shall be taken to require Tenant to pay any income, estate, inheritance or franchise tax imposed upon Landlord.

23. PRIOR AGREEMENT, AMENDMENTS. Neither party hereto has made any representations or promises except as contained herein or in some further writing signed by the party making such representation or promise. No other agreement hereinafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Tenant agrees to execute any amendment to this Lease required by a mortgagee of the Building, which amendment does not materially adversely affect Tenant's rights or obligation hereunder.

24. CAPTIONS. The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

25. MECHANIC'S LIEN. Tenant shall, within ten (10) days after notice from Landlord, discharge any mechanic's lien for materials or labor claimed to have been furnished to the Demised Premises on Tenant's behalf (except for work contracted for by Landlord) and shall indemnify and hold harmless Landlord from any loss incurred in connection therewith.

26. LANDLORD'S RIGHT TO CURE. Landlord may (but shall not be obligated), on five (5) days notice to Tenant (except that no notice need be given in case of emergency) cure on behalf of Tenant any Default hereunder by Tenant, and the cost of such cure (including any attorney's fees incurred) shall be deemed Additional Rent payable upon demand.

27. PUBLIC LIABILITY INSURANCE. Tenant shall at all times during the period from date of this Lease to the Commencement Date and the Term hereof maintain in full force and effect with respect to the Demised Premise and Tenant's use thereof, comprehensive public liability insurance, naming Landlord and Property Manager as additional insureds, covering injury to person and property in amounts at least equal to Two Million Dollars (\$2,000,000.00) combined single limit. Tenant shall deliver to Landlord duplicate originals or certificates of such insurance at or prior to the commencement date of the Term hereof, together with evidence of paid-up premiums and shall deliver to Landlord renewals thereof at least thirty (30) days prior to

expiration. All such policies or certificates shall provide that such insurance coverage may not be cancelled or materially amended unless Landlord is given at least thirty (30) days prior written notice of the same.

28. ESTOPPEL STATEMENT. Tenant shall from time to time within ten (10) days after request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications), the dates to which rent and other charges have been paid, and whether or not, to the best of Tenant's knowledge, Landlord is in Default or whether Tenant has any claims or demands against Landlord (and, if so, the Default claim and/or demand shall be specified), and such other information reasonably requested by Landlord.

29. BROKER. Both Landlord and Tenant represent and warrant to each other that neither have not dealt with any broker or agent in the negotiation for or the obtaining of this Lease, other than Broker, and agree to indemnify, defend and hold each other harmless from any and all cost or liability for compensation claimed by any such broker or agent, other than Broker, employed or engaged by it or claiming to have been employed or engaged by it. The Broker may be entitled to a leasing commission in connection with the making of this Lease, and Landlord shall pay any such commission which may be due to the Broker pursuant to a separate agreement between Landlord and Broker.

30. RIGHT TO RELOCATE. Landlord reserves the option, in its sole discretion, to relocate Tenant to other premises in the Building upon no less than thirty (30) days written notice. Such new premises shall be of similar size and shall be improved in a similar manner as the premise originally let to Tenant. Tenant shall notify Landlord upon no more than fifteen (15) days prior written notice if Tenant declines to relocate to other premises in the Building. Tenant's refusal to accept such new premises shall constitute a material default under the Lease and shall entitle Landlord, in its sole discretion, to terminate this Lease, upon no less than thirty (30) days prior written notice, in which event Tenant shall be deemed to have waived any action against Landlord for any damages in any way connected with such termination, and Tenant shall proceed to wind up its business in the Building and vacate the Demised Premises.

31. IMPROVEMENTS. Tenant acknowledges and agrees that the Demised Premises is being leased "AS IS" without reliance upon any representations made by Landlord as to the condition of the Demised Premises.

32. RENEWAL OPTION. Upon written approval from Landlord and provided there has been no event of Default by Tenant, which Default remains uncured during the Term of the Lease, and Tenant or Landlord has not terminated this Lease as provided herein, Tenant shall have the option of renewing the Lease (the "Renewal Option") for four (4) one (1) year renewal terms ("Renewal Term"), upon the following business terms:

(a) Written notice of Tenant's exercise of the Renewal Option ("Renewal Notice") shall be given to Landlord at least ninety (90) days prior to the Expiration Date of the Lease.

(b) All other terms and conditions contained in this Lease shall remain the same.

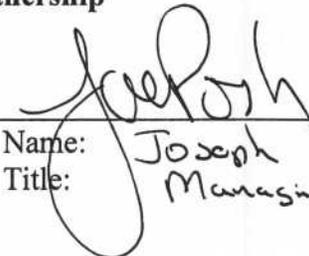
If Landlord does not approve in writing or Tenant does not elect to exercise any Renewal Option within the time period provided, then the Renewal Option shall terminate automatically, and Landlord shall be free to market the Demised Premises for lease to a third party upon the expiration of the Term.

33. FURNITURE. Tenant acknowledges and agrees that as of the Commencement Date there are various pieces of furniture in the common areas of the 60 W. Office Suites. Tenant may this furniture in the common area with the other tenants in the 60 W. Office Suites, but it shall only be used and kept in the common areas of the 60 W. Office Suites. This furniture is and shall remain the property of the Landlord during the Term and following the expiration of the Lease. Tenant, at Tenant's sole cost and expense, shall be responsible for any damage caused to the furniture by Tenant, Tenant's employees or Tenant's guests.

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

LANDLORD:

Posh Properties No. 32 Bowlarama Limited Partnership

By: 
Name: Joseph Posh
Title: Managing Partner

TENANT:

City of Bethlehem

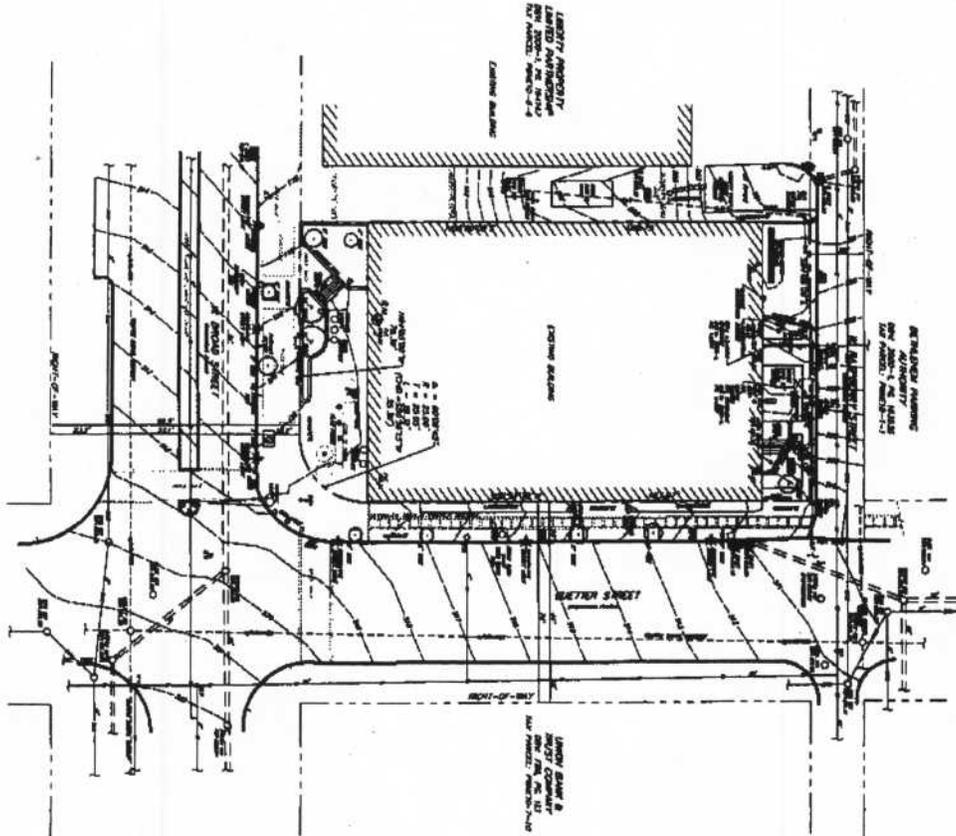
By: _____
Print Name:
Title:
Date:

Attest:

By: _____
Controller

EXHIBIT "A"

Site Plan



NOTES

1. THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF DETERMINING THE BOUNDARIES OF THE PROPERTY DESCRIBED HEREON AND THE LOCATION OF THE PROPOSED BUILDING THEREON. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION AS SET FORTH IN THE PENNSYLVANIA SURVEYING ACT, ACT 68, AND THE REGULATIONS THEREUNDER.
2. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED ON THE TITLE SHEET OF THIS SURVEY.
3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND HIS ASSISTANTS. THE SURVEYOR IS A LICENSED SURVEYOR IN THE STATE OF PENNSYLVANIA.
4. THE SURVEYOR HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED BUILDING AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE SURVEY DATA.
5. THE SURVEYOR HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED BUILDING AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE SURVEY DATA.

TOWNSHIP MAP
SHEET 7 - 1000

LOCAL MAP
SHEET 7 - 1000



SITE

LEGEND

[Symbol]	EXISTING BUILDING
[Symbol]	PROPOSED BUILDING
[Symbol]	EXISTING DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXISTING CURB
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[Symbol]	PROPOSED ENCROACHMENT

SOIL CLASSIFICATIONS
 (1) CLAY (SILT)
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BOUNDARY & TOPOGRAPHIC SURVEY PLAN
 for
60 WEST BROAD STREET
 BETHLEHEM CITY
 NORTHAMPTON COUNTY, PA

BARRY ISETT & ASSOCIATES, INC.
 Consulting Engineers & Surveyors
 Tiptonstown, PA 18087-0147
 610-388-0904 www.barryisett.com

DATE	SCALE	BY

EXHIBIT "B"
Intentionally Omitted

EXHIBIT "C"
Rules and Regulations

1. The sidewalks, entrances, and stairways of the Building shall not be obstructed or used as a waiting or lounging place by tenants, and their agents, servants, employees, invitees, licensees and visitors. The sidewalks, entrances, halls, corridors, elevators and stairways are not for the use of the general public, and Landlord reserves the right in all cases to control and prevent access to any part of the Building and/or Complex of all persons whose presence, in the sole judgment of Landlord, its agents, servants or employees, may be prejudicial to the safety, character, reputation or interests of the Building, Complex or the tenants thereof. All entrance doors leading from any Demised Premises to the hallways are to be kept closed at all times.

2. Landlord will furnish tenant with two (2) keys to the interior entrance of the Demised Premises. Landlord may make a reasonable charge for any additional keys requested by any tenant. Tenant shall not alter any lock or install new or additional locks or bolts on any door without the prior written approval of Landlord. Each tenant, upon the expiration or termination of its tenancy, shall deliver to Landlord all keys (including electronic keys) furnished to the tenant for all locks and bolts in the Building, and in the event of the loss of any keys by any tenant, the tenant shall pay to Landlord the replacement cost of same.

3. Tenants will see that (i) the doors securely locked, and (ii) all water faucets and other utilities are shut off (so as to prevent waste or damage), each day before leaving the Demised Premises.

4. Landlord reserves the right to prescribe the date, time, method and conditions that any personal property, equipment, trade fixture, merchandise and other similar items shall be delivered to or removed from the Building. No iron safe or other heavy or bulky object shall delivered to or removed from the Building, except by experienced safe movers, or riggers approved in writing by Landlord. Landlord reserves the right to inspect all personalty, fixtures and equipment to be brought into the Building and to exclude any of the same in violation of these rules or the provisions of the Lease. Landlord shall act reasonably in setting the times and dates for such delivery and inspection.

5. The walls, partitions, skylights, window, doors and transoms that reflect or admit light into passageways or into any other part of the Building shall not be covered or obstructed by any of the tenants.

6. No sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the exterior of the Tenant's Demised Premises, Complex and/or Building without the prior written approval of Landlord. In the event of any violation of this requirement by any tenant, Landlord may remove the same without any liability and charge the expense incurred in such removal to the tenant that violated same.

7. No signaling, telegraphic or telephonic instruments or devices, or other wires, instruments or devices that require the boring or cutting of Building wiring, shall be installed in connection with any Demised Premises without the prior written approval of Landlord. Such installations, and the boring or cutting for wires, shall be made at the sole cost and expense of the tenant and under the control and direction of Landlord. Landlord retains in all cases the right to

require (i) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building, (ii) the changing of wires and of their installation and arrangement under ground or otherwise as Landlord may direct, and (iii) compliance on the part of all using or seeking access to such wires with such rules as Landlord may establish relating thereto. All such wires used by tenants must be clearly tagged at the distribution boards and junction-boxes and elsewhere in the Building, with (i) the number of the Demised Premises to which said wires lead, (ii) the purpose for which said wires are used, and (iii) the name of the company operating same.

8. Tenant, their agents, servants or employees, shall not (a) allow any improper odors, noises and/or disturbances from leaving the Demised Premises, (b) make or defile any part of the Building, Land or Demised Premises, (c) interfere in any way with (i) the use and occupancy of common area other tenants of the Building, and (ii) the management and operation of the Building by Landlord, its agents, servants or employees, (d) go upon the roof of the Building, (e) use any additional method of heating or air conditioning the Demised Premises (f) sweep or throw and dirt or other substance from the Demised Premises into any of the sidewalks, parking areas of the Building, (g) bring in or keep in or about the Demised Premises any, boats, tractor-trailer, animals, birds or fish of any kind, (h) install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window-sills of the Building without written permission from Landlord, (i) place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building, and (j) use any Demised Premises (ii) for lodging, sleeping, or for any illegal purposes, (iii) for cooking (except as permitted by the provisions of the Lease; provided however, that odors of cooking shall not be permitted to emanate from the Premises), (iv) for an employment agency, or for securing employees other than those to be employed by tenants at the Building, or for the payment of salaries or wages to employees or persons who are not employed in the Building, (v) for the business of stenography, typewriting or any similar business, (vi) for the possession, storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, or manicure shop, (vii) for the sale at auction of merchandise or other property of any kind, and (viii) for the selling of any goods, items or merchandise, either at wholesale or retail of walk up nature.

9. Tenants shall not (i) fasten articles to, drill or make holes in, or drive nails or screw into the floors, ceilings, or doors of any demised premises, and (ii) mark, break, paint, paper, or otherwise cover the floors, walls, ceilings, doors and partitions, of any demised premises, without the prior written consent of Landlord. The expense of repairing any damage resulting from a from a violation if this rule shall be borne by the tenant by whom, or by whose agent, servants, employees, invitees, licensees, or visitors, such damage shall have been caused.

10. No canvassing, soliciting, distribution of handbills or other written material, or peddling shall be permitted in the Building, and tenants shall cooperate with Landlord in the prevention and elimination of same.

11. Landlord may change, with ninety (90) days notice to Tenant, the name or address of the Building at any time without notice and without liability to any tenant. Tenants shall not use the name of the Building in any way in connection with their respective businesses, except as the address of same. Landlord may prohibit any advertising by any tenant, which in Landlord's opinion, tends to impair the reputation of the Building or the desirability of same as a Building for offices; and upon written notice from Landlord, any tenant shall refrain from or discontinue such advertising.

12. Landlord may waive any one or more of the Rules and Regulations herein set forth for the benefit of a particular tenant or tenants, and no such waiver by Landlord shall (i) be construed as a waiver of such waived Rule(s) or Regulations(s) in favor of other tenants, or (ii) prevent the enforcement of same by Landlord against such other tenants. Notice of any such waiver should be provided to the tenant, and if such waiver has an adverse impact on tenant's operations, the waiver should not be granted.

13. Landlord reserves the right to make reasonable amendments, modifications, deletions and additions to the Rules and Regulations, and to make additional reasonable Rules and Regulations, as in Landlord's sole judgment may from time to time be needed for the safety, care, cleanliness, reputation, appearance and preservation of good order of the Building.

14. No tenant shall do or permit anything to be done in said Demised Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said Building, or on the Land kept therein, or obstruct or interfere with the rights of other tenants, or in any other way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or with any insurance policy upon said Building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health and any other constituted authorities.

15. No smoking is permitted in the Building or the Demised Premises.

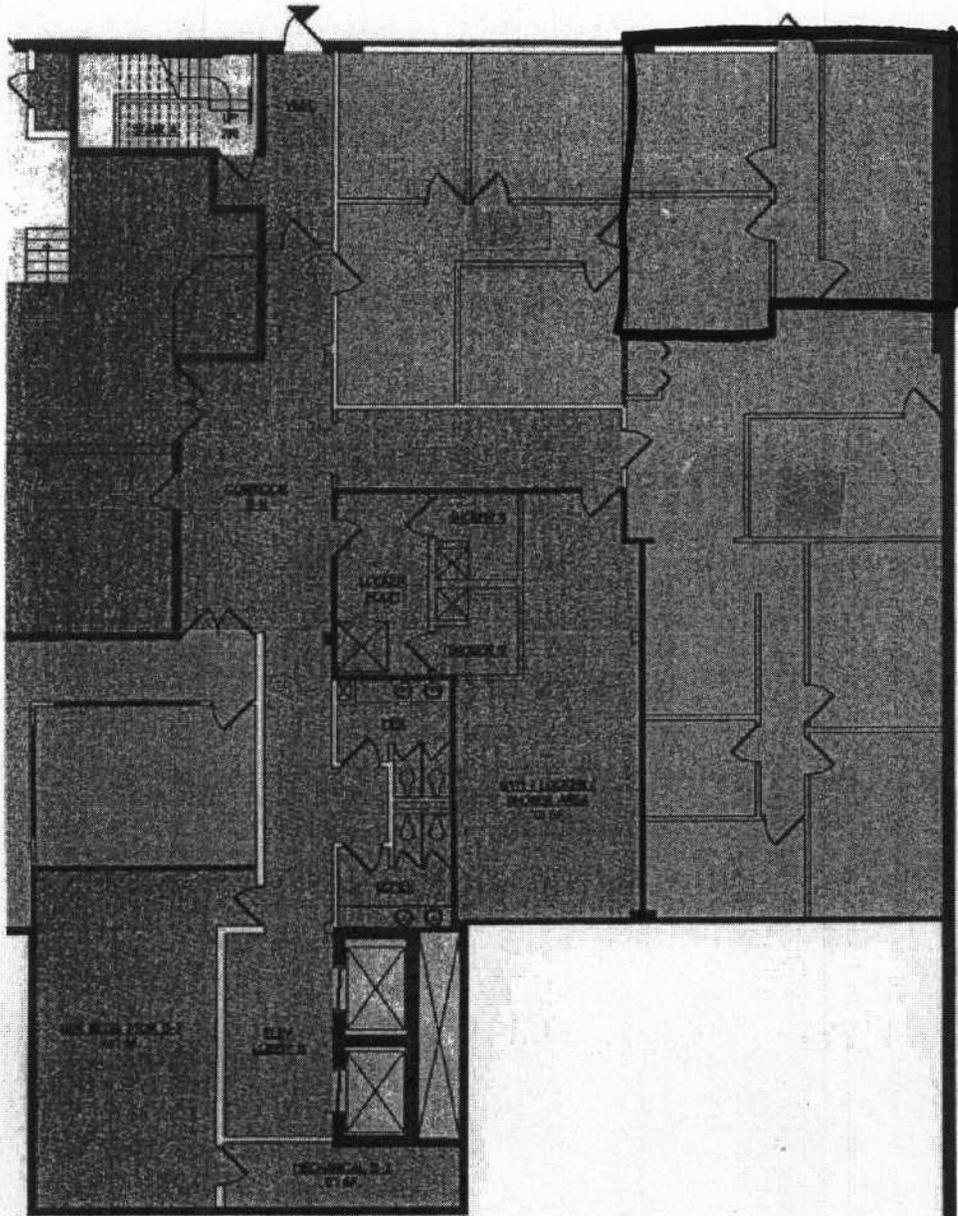
16. At Landlord's election, Landlord may install a work-out room and certain exercise equipment in the Building (collectively, the work-out room and exercise equipment is the "Work-out Room"). Only Tenants and their employees may utilize the Work-out Room, and may do so only in accordance with all rules, regulations, notices and conditions posted in the Work-out Room.

17. No firearms or explosives of any type or nature are permitted anywhere within the Complex.

18. Business Hours shall mean Monday through Friday from 8:00 a.m. to 6:00 p.m. EST, Holidays (defined below) excepted. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day, Christmas day, or any other day Landlord may define as a holiday are "Holidays" under this Lease.

If these Rules and Regulations conflict with the terms of the Lease, the terms of the Lease shall govern.

Exhibit D



INDICATED

BASEMENT PLAN
1/8" = 1'-0"

