



REVISED (3/14/05)

THE RICHARD STOCKTON COLLEGE OF NEW JERSEY

SPECIAL MEETING OF THE BOARD OF TRUSTEES

WEDNESDAY, MARCH 16, 2005

SCHEDULE AND AGENDA

NOTE: The Meeting will open to the public at 1:00 p.m. on Stockton's campus in the Multipurpose Room of the Ann B. Townsend Residential Life Center (TRLIC).

I. Call to Order and Roll Call.

On March 4, 2005, notice of this meeting as required by the Open Public Meetings Act was (a) posted in the Business Services Office of the College, (b) sent to the editors of *The Press* and the *Vineland Times Journal*, and (c) filed with the Secretary of State, (d) Galloway Township Clerk's Office and (e) Atlantic County Clerk's Office.

II. Committee of the Whole/Open Public Session:

A. Special Presentation: Facilities Master Plan

1. Opening Remarks:

a). Chairman Gerald Weinstein

b). President Herman J. Saatkamp, Jr.

c). Facilities Master Plan Committee Co-Chairs:

Dr. Rogers Barlatt, Professor of Chemistry

Mr. Jim Kennedy, Exec. Director, Stockton College Foundation

2. Presentation:

Mr. Steve McDaniel and Ms. Joanna Strauss, Principals
Hillier Architecture

3. Facilitation of Comments from the Public:

Mr. Jim Kennedy, Exec. Director, Stockton College Foundation

4. Adoption of the Updated Facilities Master Plan
The Revised Resolution will be distributed.
Chairman Gerald Weinstein

5. Presentation of Master Plan Priorities
President Herman J. Saatkamp, Jr.

- a). Discussion
- b). Amendment and Extension of Contract with Hillier Architecture
for Professional Services in Connection with Facilities Master Plan
The Resolution is found on page 4.
Trustee Gerald Weinstein
- c). Other Considerations

- B. Additional Resolutions for Consideration:
Chairman Gerald Weinstein

1. Contract for Comprehensive Investment Services
The Resolution is found on page 5.
2. Lease of Property- 300 Shore Road, City of Linwood
The Resolution is found on page 6.

- III. Comments from the Public

- IV. The next regularly scheduled meeting of the Board will be held on Wednesday, **April 13, 2005** at 3:45 p.m. in the Multipurpose Room of the Ann B. Townsend Residential Life Center.

- V. Adjournment

THE RICHARD STOCKTON COLLEGE OF NEW JERSEY

BOARD OF TRUSTEES

RESOLUTION

ADOPTION OF THE UPDATED FACILITIES MASTER PLAN

- WHEREAS,** Pursuant to Board authorization, the College, through The New Jersey Division of Property Management & Construction (NJDPMC), contracted with Hillier Architects of Princeton, New Jersey for Hillier to provide professional consultant services to support the Facilities Master Plan Committee's efforts to develop the updated Facilities Master Plan; and
- WHEREAS,** The President has established a Facilities Master Plan Committee, with broad representation of the College and outside communities, and charged the Committee with the responsibility to develop and recommend to the Board an updated Facilities Master Plan that will provide a framework to guide the future physical development of the College to meet the College's strategic mission; and
- WHEREAS,** The Facilities Master Plan Committee, working with Hillier, after careful consideration of the future facilities needs of the College in light of its strategic mission, has developed and presented to the Board of Trustees an update of the Facilities Master Plan, a copy of which is attached to this Resolution; and
- WHEREAS,** The Board of Trustees has reviewed the update of the Facilities Master Plan presented by the Facilities Master Plan Committee, and has engaged in full discussion regarding the Plan; now therefore be it
- RESOLVED,** that the Board of Trustees hereby adopts the updated Facilities Master Plan as presented by the Facilities Planning Committee and attached hereto, and directs the administration of the College to take any and all necessary, prudent and timely steps consistent with the College's capital, construction policies to begin implementation of the recommendations set forth in the said document; and be it further
- RESOLVED,** that the Board of Trustees extends its gratitude to the members of the Facilities Planning Committee for its excellent work in developing and presenting the updated Facilities Master Plan.

March 16, 2005

THE RICHARD STOCKTON COLLEGE OF NEW JERSEY

BOARD OF TRUSTEES

RESOLUTION

**AMENDMENT AND EXTENSION OF CONTRACT WITH HILLIER ARCHITECTURE
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
FACILITIES MASTER PLAN**

WHEREAS, pursuant to Board authorization, the College, through The New Jersey Division of Property Management & Construction (NJDPMC), contracted with Hillier Architects of Princeton, New Jersey for Hillier to provide professional consultant services to support the Facilities Master Plan Committee's efforts to develop the updated Facilities Master Plan; and

WHEREAS, Hillier has provided satisfactory service in accordance with the said contract and the Board of Trustees on even date approved the updated Facilities Master Plan as presented by the Facilities Master Plan Committee; and

WHEREAS, The College now desires to amend and extend the contract with Hillier so that Hillier will provide specific professional services for the College in connection with the approved updated Master Plan, including specifically the undertaking of a market study and program verification for the proposed College Center described generally in the approved Plan and to provide a preliminary concept design and cost estimate for the Center; and

WHEREAS, Hillier is willing and professionally competent to provide such professional services as an amendment and extension of the above-described contract for and in consideration of the sum of \$100,000.00; now therefore be it

RESOLVED, that the Board of Trustees hereby directs the College to undertake any and all appropriate steps to amend and extend the existing contract with Hillier and to engage Hillier to continue with the Master Plan project, and specifically to undertake a market study and program verification for the proposed College Center described generally in the updated Facilities Master Plan and to provide a preliminary concept design and cost estimate for the Center; and be it further

RESOLVED, that the President of the College is authorized to execute a contract amendment and extension consistent with this Resolution for consideration not to exceed \$100,000.00.

March 16, 2005

**RICHARD STOCKTON COLLEGE OF NEW JERSEY
BOARD OF TRUSTEES**

RESOLUTION

CONTRACT FOR COMPREHENSIVE INVESTMENT SERVICES

- WHEREAS,** The Investment Committee (the Committee) a Subcommittee of the Board of Trustees established a process for awarding the Richard Stockton College of New Jersey's contract for the College's comprehensive investment services; and
- WHEREAS,** the process called for the issuance of an external Request for Proposals to obtain professional investment services for the College for a period of three years; and
- WHEREAS,** the process called for the Committee to review the proposals concerning this matter prior to consideration by the Board of Trustees of a recommendation regarding the awarding of a contract for comprehensive investment services; and
- WHEREAS,** the process approved by the Committee has been undertaken, including a technical and cost evaluation of each proposal, and recommendations have been made to the Board of Trustees; and
- WHEREAS,** the Committee has reviewed appropriate materials and recommends Commerce Wealth Advisors as the College's comprehensive investment institution commencing in or about March 16, 2005 through March 16, 2008; now therefore be it
- RESOLVED,** that the Board of Trustees approves the selection of Commerce Wealth Advisors as the College's comprehensive investment institution for the period commencing in or about March 16, 2005 through March 16, 2008; and be it further
- RESOLVED,** that the Board of Trustees directs the President and or designee to enter into an engagement arrangement with Commerce Wealth Advisors for these services in compliance with the State College Contracts Law (P.L. 1986, C.43).

March 16, 2005

THE RICHARD STOCKTON COLLEGE OF NEW JERSEY

BOARD OF TRUSTEES

RESOLUTION

LEASE OF PROPERTY

300 SHORE ROAD

CITY OF LINWOOD

- WHEREAS,** The Richard Stockton College of New Jersey (the "College") contracts and manages a certain parcel of real property identified as Lot 7, Block 184 on the Tax Map of the City of Linwood, Atlantic County, New Jersey (300 Shore Road), which property is owned in fee by the State of New Jersey; and
- WHEREAS,** a non-profit organization, Gilda's Club South Jersey, was the successful bidder on the College's Request for Proposal for leasing the Linwood property; and
- WHEREAS,** Gilda's Club of South Jersey had offered to pay \$2,100.00 per month for twelve months with the period beginning March 16, 2005 and concluding March 15, 2006; and be it further
- RESOLVED,** that the form and substance of the Lease so negotiated, a copy of which is attached hereto, is approved; and be it further
- RESOLVED,** that the College accepts the dollar amount of consideration offered by Gilda's Club South Jersey for the Lease, which sum is to be paid to The Richard Stockton College of New Jersey; and be it further
- RESOLVED,** that the President of the College or his designee is hereby authorized to execute the Lease so negotiated and approved.

March 16, 2005

Revised March 10, 2005

LEASE

from:

THE RICHARD STOCKTON COLLEGE OF NEW JERSEY

to:

GILDA'S CLUB OF SOUTH JERSEY, INC.

Property:

300 Shore Road
City of Linwood
Atlantic County, New Jersey

Date: March 16, 2005

TABLE OF CONTENTS

PAGE

Article 1 - Demised Premises	
Article 2 - Term	
Article 3 - Improvements	
Article 4 - Rent.....	
Article 5 - Use of Premises	
Article 6 - Additional Rent: Operation and Maintenance	
Costs, Utilities, Real Estate Taxes	
Article 7 - Rules and Regulations	
Article 8 - Real Estate Taxes	
Article 9 - Services by Landlord	
Article 10 - Alterations, Etc.	
Article 11 - Insurance.....	
Article 12 - Indemnification.....	
Article 13 - Fire.....	
Article 14 - Taking of Possession by State of New Jersey and/or Eminent Domain	
Article 15 - Assignment and Sublease	
Article 16 - Entry by Landlord	
Article 17 - Inspections by Prospective Purchasers and Tenants and by Lenders	
Article 18 - Surrender/Holdover Tenancy.....	
Article 19 - Default	
Article 20 - Bankruptcy.....	
Article 21 - Quiet Enjoyment.....	
Article 22 - Consent by Landlord.....	
Article 23 - Subordination	
Article 24 - Elimination of Liens By Tenant	
Article 25 - Notices.....	
Article 26 - Waiver of Trial By Jury.....	
Article 27 - No Other Waiver or Modifications.....	
Article 28 - Curing Tenant's Default	
Article 29 - Estoppel Certificate	
Article 30 - Parties Bound.....	
Article 31 - Isra Compliance	
Article 32 - Force Majeure.....	
Article 33 - Parking.....	
Article 34 - Definition of Landlord.....	
Article 35 - Taxes of Tenant's Property.....	
Article 36 - Exculpation.....	
Article 37 - Tenant's Right to Terminate Lease During Term of Lease.....	
Article 38 - Landlord's Right to Terminate Lease During Term of Lease	
Article 39 - Tenant's Right to Make Offer to Purchase Premises During Term of Lease	
Article 40 - General Provisions.....	
Article 41 - Security Deposit	
Article 42 - Additional Provisions.....	

LEASE

THIS LEASE, dated this 16th day of March, 2005, by and between The Richard Stockton College of New Jersey, a public institution of higher education within the New Jersey public system of higher education, having its principal office at Vera King Farris Drive (formerly known as College Drive), Pomona, New Jersey 08240, hereinafter referred to as "Landlord" and Gilda's Club of South Jersey, Inc., a not-for-profit and charitable institution, having an office at Rte 30 and North Carolina Avenue, Atlantic City, New Jersey, hereinafter referred to as "Tenant".

WITNESSETH

ARTICLE 1 - DEMISED PREMISES:

1.01 - That in consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises located at 300 Shore Road (Block 184, Lot 7), City of Linwood, County of Atlantic and State of New Jersey, containing approximately 1.912 acres, more specifically described in Exhibit A attached hereto and made a part hereof. Said premises is hereinafter referred to as the "Premises." This Lease shall be for the term, upon the rentals and subject to the terms and conditions set forth in this Lease and the Exhibits attached hereto.

1.02 - The parties acknowledge that the Premises is owned in fee by the State of New Jersey, and not the Landlord. The Premises is managed and operated by the Landlord upon agreement with the State of New Jersey, and it is within the authority of the Landlord to execute this Lease. However, in the event the State of New Jersey provides notice that it withdraws the authority of the Landlord to manage and operate the Premises and/or provides notice that it negates the authority of the Landlord to execute this Lease and/or agrees to sell, authorizes the Landlord to sell or otherwise convey a legal interest in the Premises to a third party, the parties hereto agree that the Lease shall be considered canceled and terminated on the date that is 90 days following Tenant's receipt of such notice, and the Tenant shall remove itself and its property from the Premises forthwith thereafter.

ARTICLE 2 - TERM

2.01 - The term of this Lease shall commence on the first day of Tenant's occupancy following its receipt of all necessary municipal approvals 2005 (hereinafter called "Commencement Date"). The term ("Term") shall be for a period of one (1) year from the Commencement Date to the last day of the month in which the Commencement Date occurs.

2.02 - By taking possession of the Premises on the Commencement Date, the Tenant certifies that the Premises are ready for occupancy and Tenant has accepted the Premises in "AS IS" condition as of this date. Upon the demand of the Landlord, the Tenant shall execute a memorandum certifying the commencement date and that the Premises are ready for occupancy as of the Commencement Date, and that no improvements, repairs or modifications to the

Premises are required of the Landlord. This memorandum will be in the form of Exhibit B, attached hereto and made a part hereof. Tenant's failure to execute the memorandum shall not affect the commencement of the Lease on the Commencement Date, as determined in accordance with Section 2.01 above. If Tenant fails to sign the memorandum by the Commencement Date, the Tenant will be deemed to have accepted the Premises and the Premises will be deemed to be ready for occupancy.

2.03 – Absent a specific written authority to the contrary, Tenant shall not be permitted to use and occupy the Premises prior to the Commencement Date for any purpose whatsoever, except that upon reasonable notice to the Landlord it may visit the Premises from time to time prior to the Commencement Date, together with a representative of the Landlord, to plan for the moving of furniture and equipment and renovations to the Premises to take place after the Commencement Date.

ARTICLE 3 - IMPROVEMENTS

3.01 - The parties agree that the Tenant shall take the Premises in "AS IS" condition as of the date of this Lease. The Landlord shall not be required to make any improvements, repairs or modifications to the Premises to enable the Tenant to conduct its business at the location. Subject to conditions set forth below, the Tenant shall make any and all improvements, repairs or modifications to the Premises that it or external authority deems prudent, requisite or necessary for the operation of its business at the location or Tenant may terminate this Lease. By way of example only, and without limitation, the Tenant shall comply with any and all municipal, county, state or federal ordinances, laws, rules and regulations for the conduct of its business at the location.

3.02 – Unless Tenant terminates this Lease, Tenant shall be required to make any and all structural improvements, repairs or modifications to the Premises necessary to conduct its business at the location, provided however, that Tenant shall first obtain written consent of the Landlord before any such structural improvements, repairs or modifications are made; and the Landlord agrees that its consent to such will not be unreasonably withheld conditioned or delayed. Tenant may, at its own expense, select and employ its own contractors for work on the Premises, such as installation of fire suppression and enunciation equipment; handicapped accessibility improvements; carpeting; cabinet work; millwork; draperies; furniture; installation of special equipment or decorations (hereinafter called "Tenant's Work"), provided (i) Tenant advises Landlord in writing of its intention to do so prior to commencement of any such work, and (ii) the contractors and sub-contractors employed by Tenant shall have been previously approved by Landlord, and it is hereby agreed and understood that Tenant shall not employ any contractor which, in Landlord's reasonable opinion, may prejudice Landlord's negotiations or relationship with Landlord's existing or potential contractors or sub-contractors or as may disturb harmonious labor relations. In no event shall any contractors and sub-contractors performing Tenant's Work file any mechanics lien against the Building and /or Parcel of Landlord, and Tenant hereby protects, defends, indemnifies and saves Landlord harmless of and from any damages, costs or expenses incurred by Landlord in connection with such mechanics liens. The

fact that Tenant performs or will be performing Tenant's work shall not affect the Commencement Date.

3.03 - Tenant and its contractor shall be responsible for transportation, safekeeping and storage of materials and equipment used in the performance of Tenant's Work and for the removal of waste and debris resulting from the performance of Tenant's Work and Landlord shall not be responsible for, but will cooperate with Tenant, in the coordination of work of Landlord with the work of Tenant's contractors. Prior to commencement of Tenant's Work, Tenant shall obtain and maintain, at its expense, Worker's Compensation and Bodily Injury and Property Damage Public Liability Insurance and so called "Builder's Risk" insurance (all such insurance shall conform to the requirements of Article 11 hereof) and prior to commencement of Tenant's Work shall submit Certificates as evidence thereof to Landlord.

3.04 - Tenant will not store building materials, equipment, or machinery outside the building located on the Premises except with prior written consent of the Landlord, and if such consent is given, such storage is to be done in a manner so as to cause as little inconvenience to the Landlord and others as is reasonably possible.

3.05 - Tenant shall be considered to fully occupy the entire Premises, and be responsible for all obligations established in this Lease on the Commencement date.

ARTICLE 4 - RENT

4.01 - Landlord reserves and Tenant covenants to pay to Landlord without demand, setoff or abatement the sum of Twenty Five Thousand Two Hundred (\$25,200.00) Dollars (U.S.) for the term of the lease, plus \$70.00 per day for the remainder of the month of the Commencement Date, unless such Commencement date is the first day of a month. Said payments shall be made in twelve monthly installments of Two Thousand One Hundred (\$2,100.00) Dollars, payable in advance on the first day of each month of the lease term. A late charge of \$100.00 shall be charged as additional rent in the event payment is not received by the Landlord on or before the tenth day of the month that it is due and payable. Payments shall be delivered to Landlord at the following address: Charles Klein, Associate Vice President, The Richard Stockton College of New Jersey, Room J-208, Vera King Farris Drive, Pomona, New Jersey 08240-0195 or at such other place as may hereafter be designated in writing by Landlord.

4.02 - In addition to the Rent stipulated herein, Tenant covenants and agrees to pay to Landlord as additional rent (hereinafter called "Additional Rent") all other sums and charges which are, pursuant to the terms of this Lease, to be paid by the Tenant. In the event Landlord pays or otherwise satisfies the obligations of the Tenant with respect to utilities, other recurring expenses, real estate taxes or other charges, such amounts shall be added to the rent, and upon written notification by the Landlord to the Tenant, shall be paid by the Tenant at the next following rent due date.

4.03 - In the event Tenant shall fail to pay Rent and/or Additional Rent when due, then, in addition to the Landlord's rights as contained in Article 19 hereof, interest shall accrue thereon at

a fluctuating per annum rate equal to the sum of the prime rate published in the Wall Street Journal plus two (2) percentage points from the tenth day after the due date to the date of payment.

ARTICLE 5 - USE OF PREMISES

5.01 - Tenant covenants and agrees to continuously use and occupy the entire Premises solely for the purpose of conducting a not-for-profit business consistent with the mission of Tenant to provide emotional, social support, information, inspiration, fellowship, fun and hope to persons who suffer from cancer, and for no other purpose and such use and occupancy shall be in compliance with all applicable laws, ordinances, requirements and regulations of any governmental authority having jurisdiction, and also in compliance with Landlord's Rules and Regulations set forth in Exhibit C hereto.

5.02 - Tenant acknowledges that there are federal, state and local laws, regulations and guidelines may hereafter be enacted relating to or affecting the Premises and concerning the impact on the environment of construction, land use, the maintenance and operation of structures, and the conduct of business. Tenant will not cause or permit to be caused, any act or practice, by negligence, omission or otherwise, that would adversely affect the environment or that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be an event of default pursuant to Article 19 hereof. Tenant shall have no claim against Landlord by reason of any changes that Landlord may make in the Premises and/or Parcel pursuant to said laws, regulations and guidelines, provided that Tenant's use and occupancy is not adversely affected.

5.03 - It is understood and agreed that Tenant shall not place a load on any floor of the Premises exceeding a floor load which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes and vaults which must be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by the Tenant at Tenant's expense in settings sufficient in the Landlord's judgment to absorb and prevent vibrations, noise and annoyance.

5.04 - Tenant shall not place any obstructions, refuse or debris of any kind which would tend to obstruct the entrances areas in front of or around the Premises and will clean and remove all waste. Tenant shall keep the Premises in a neat and clean condition, and shall cause all garbage and refuse to be removed by way of such exits as may from time to time be so designated by the Landlord.

5.05 - Tenant shall not knowingly suffer or permit the Premises, or any part thereof to be used in any manner which would in any way, (i) violate any laws or requirements of public authorities, (ii) to extent known by Tenant make void or voidable any fire or liability insurance policy then in force with respect to the Premises, (iii) to extent known by Tenant make unobtainable or extraordinarily difficult to obtain from reputable insurance companies authorized to do business in New Jersey at standard rates any fire insurance with extended coverage, or liability, elevator or boiler or other insurance which may be furnished by Landlord under the

terms of any lease or any mortgage to which this Lease is subordinate, (iv) cause physical damage to the Premises or any part thereof, or constitute a nuisance therein, (v) impair the appearance, character or reputation of the Premises, (vi) discharge objectionable fumes, vapors or odors into the Building air conditioning system or flues or vents not designed to receive them, or (vii) impair or interfere with any of the Building services or the proper and economic cleaning, heating, air conditioning, ventilating or other servicing of the Building or the Premises or impair or interfere with the use of the Building. The provisions of this Section 5.06 and the application thereof, shall not be deemed to be limited in any way to or by the provisions of any of the articles of this Lease or any of the Rules and Regulations referred to in this Lease except as may herein be expressly otherwise provided.

5.06 - If any governmental license or permit, including but not limited to a Certificate of Occupancy, shall be required for the proper and lawful conduct of Tenant's business in the Premises, or any part thereof, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and Tenant shall at all times comply with the terms and conditions of each such license or permit.

5.07 - Smoking in the building or the use of illegal drugs or controlled dangerous substances on the premises shall be prohibited.

ARTICLE 6-ADDITIONAL RENT: OPERATION AND MAINTENANCE COSTS, UTILITIES, REAL ESTATE TAXES

6.01 - Tenant shall pay all operating and maintenance costs and expenses incurred in the operation and maintenance of the Premises. The Operation and Maintenance Costs shall include but not be limited to the cost and expense of the following items:

(a) All reasonable wages, salaries and fees of all Tenant's employees and agents for time actually devoted to the management, operation, repair, replacement, maintenance and security, including taxes, insurance and all other employee benefits relating thereto;

(b) All supplies and materials (including lavatory supplies) used in the management, operation, repair, replacement, maintenance and security (to the extent of Tenant's obligations under this Lease);

(c) All maintenance and service agreements on equipment including, without limitation, alarm service, window cleaning, elevator maintenance and heating and air conditioning units;

(d) All fire and other casualty and public liability insurance for the Building and the Parcel;

(e) All repairs, replacements and general maintenance, including common area maintenance that is lawfully required as a result of construction defects occurring as a result of work performed and contracted for by the Tenant;

(f) All service or maintenance contracts with independent contractors for operation, repair, replacement, maintenance or security (to the extent of Tenant's obligations under this Lease;

(g) All janitorial services including cleaning services;

(h) All security;

(i) All landscaping including lawn maintenance;

(j) All snow removal from sidewalks, driveways and parking areas;

(k) Costs of water (including sewer rental and assessments), electricity, gas, oil and other utilities, including any taxes on such utilities; and

(l) All other costs and expenses, dissimilar or similar, necessarily and reasonably incurred in the proper operation and routine maintenance of the Premises.

6.02 - Tenant shall pay all Utility Costs and Expenses for the Premises. Utility Costs and Expenses shall include without limitation the cost and expense to of charges for oil, gas, electricity for lighting the building and parking lot, heating, ventilating and air conditioning and including any taxes on such utilities. The Tenant shall take the necessary steps to have all such costs billed directly to it.

6.03 – For the term of the Lease, Tenant shall pay any and all Real Estate Taxes of any kind and nature attributable to the Premises as may be charged by any public entity.

6.04 - Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric energy or other utility furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Building with electricity or other utility or for any other reason not attributable to Landlord.

6.05 - Tenant's use of electric energy or other utility in the Premises shall not, at any time, exceed the capacity of any of the electrical conductors and equipment or other utility equipment or fixtures serving the Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the Building electric service, Tenant shall not, without Landlord's prior written consent in each instance (which consent shall not be unreasonably withheld), connect any additional fixtures, appliances or equipment to the Building electric distribution system or make any alteration or addition to the electric system of the Premises existing on the Commencement Date. Should Landlord grant such consent, all additional risers or other equipment required therefore shall be provided by Landlord and the cost thereof shall be paid by Tenant.

ARTICLE 7 - RULES AND REGULATIONS

7.01 - Tenant covenants and agrees to faithfully observe and comply with the "Rules and Regulations" affixed to this Lease and made a part hereof, as Exhibit C as well as any other and further reasonable Rules and Regulations which Landlord may hereafter make. Failure of the Landlord to demand faithful compliance with the Rules and Regulations will not prohibit the Landlord from enforcing the same at a future date in the event of further or additional non-compliance.

ARTICLE 8 - REAL ESTATE TAXES

8.01 - The Tenant agrees that if at any time during the term of this Lease the present method of taxation or assessment shall be so changed that the taxes not now levied, assessed or imposed on the Premises (including the buildings and improvements thereon) shall be imposed, assessed or levied directly or as a capital levy or otherwise upon the rents reserved herein or as a tax, corporation franchise tax, assessment, levy or charge or any part thereof, measured by or based in whole upon the Premises, or on the rents derived therefrom and imposed upon Landlord, then Tenant shall pay all such taxes so measured or based as billed.

8.02 - The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of such tax and/or assessment shall be prima facie evidence of the amount of the same which is due at the time of the making or issuance of such certificate, advice or bill.

ARTICLE 9 - SERVICES BY LANDLORD

9.01 - Landlord shall furnish the following services to the Premises and the Parcel:

(a) Keep in operation in the Building a heating apparatus and equipment during such periods as same may be necessary to maintain an inside temperature at 68 degrees at a minimum outside temperature of 0 degrees dry bulb between the 15th day of October and the 1st day of May of each year and an air conditioning system during such periods as same may be necessary to maintain an inside temperature of 78 degrees when the outside temperature is at a maximum of 94 degrees dry bulb to be operated throughout the term of this Lease or any renewal hereof. As set forth above, Tenant shall pay for the utilities used to provide the heat and air conditioning and shall have the right to enter and use the Premises at all hours and times during the term of the Lease.

(b) Furnish equipment and fixtures to provide cold water (at the normal temperature of the water supply to the Building) to the Building for drinking and lavatory purposes and hot water (from the regular Building supply at prevailing temperatures) to the Building for lavatory purposes. As set forth above, Tenant shall pay the charges for water consumption.

(c) Make such repairs and replacements to and maintenance of the structure, roof, and major systems of the Premises as reasonably required (Tenant shall solely be responsible for the payment of the cost of same, if required, due to the negligence, misuse, abuse or willful misconduct of Tenant, its agents, servants or employees, invitees, subtenants, contractors or assigns).

9.02 - Landlord does not warrant that the services provided for in Section 9.01 hereof shall be free from any slow-down, interruption or stoppage pursuant to voluntary agreement by and between Landlord and governmental bodies and regulatory agencies, or caused by the State College Contract Law (including bid requirements), maintenance, repair, substitution, renewal, replacement or improvements of any of the equipment involved in the furnishing of any such services, or caused by changes of services, quantity or character of electric service, alterations, strikes, lock-outs, labor controversies, fuel shortages, accidents, Acts of God, force majeure or the elements or any other cause beyond the reasonable control of Landlord; and, specifically, no such slow-down, interruption or stoppage of any such services shall ever be construed as an eviction, actual or constructive, of Tenant, nor shall same cause any abatement of Rent or Additional Rent payable hereunder or in any manner or for any purpose relieve Tenant from any of its obligations hereunder, and in no event shall Landlord be liable for damage to persons or property or be in default hereunder as a result of such slow-down, interruption or stoppage.

10.03 - Landlord will not be responsible for the failure of the air-conditioning system if such failure results from the occupancy of the Premises with more than an average of one person for each 100 usable square feet or if the Tenant installs and operates machines and appliances, the installed electrical load of which when combined with the load of all lighting fixtures exceeds four watts per square foot of floor area in any one room or other area. If due to use of the Premises in a manner exceeding the aforementioned occupancy and electrical load criteria, or due to rearrangement of partitioning after the initial preparation of the Premises, interference with normal operation of the air-conditioning in the Premises results, necessitating changes in the air-conditioning system servicing the Premises, such changes shall be made by Landlord upon written notice to Tenant at Tenant's sole cost and expense. Tenant agrees to lower and close window coverings when necessary because of the sun's position whenever the said air-conditioning system is in operation, and Tenant agrees at all times to cooperate fully with Landlord and to abide by all the Rules and Regulations which Landlord may prescribe for the proper functioning and protection of the said air-conditioning system.

ARTICLE 10 - ALTERATIONS, ETC.

10.01 - Tenant shall make no alterations, decorations, installations, additions or improvements (hereinafter called "Tenant Changes") in or to the Premises exceeding \$1,500.00 without in each instance obtaining the Landlord's prior written consent, which consent shall not be unreasonably withheld conditioned or delayed, and then only by contractors or mechanics subject to Landlord's reasonable approval, and in conformance with detailed plans and specifications which have been previously submitted to the Landlord and which are subject to the Landlord's approval. However, all Tenant Changes which are structural in character or which affect the mechanical or HVAC systems must receive Landlord's prior written consent whether

the cost thereof is more or less than \$1,500.00. All Tenant Changes shall be done at Tenant's cost and expense and at such times and in such manner as Landlord may designate. All Tenant Changes upon the Premises, made by either party (excepting only Tenant's movable trade fixtures) shall, unless Landlord shall elect otherwise, (which election shall be made by giving a notice not less than thirty (30) days prior to the expiration or other termination of this Lease or any renewal thereof) become the property of Landlord, and shall remain upon, and be surrendered with, the Premises as a part thereof at the end of the term. Tenant shall also furnish Landlord with plans and specifications for Tenant Changes less than \$1,500.00 prior to the performance of the work.

10.02 - Tenant agrees that any Tenant Changes shall be done in a good and workmanlike manner and in conformity with all laws, ordinances and regulations of all public authorities having jurisdiction.

10.03 - Tenant agrees that it will procure all necessary permits before making any Tenant Changes. Landlord agrees that, without cost or expense to Landlord, it will cooperate with Tenant in obtaining such permits. Tenant agrees to pay promptly when due the entire cost of any work done by or for Tenant upon the Premises so that the Premises shall at all times be free of liens for labor or materials. Tenant agrees to save, indemnify, defend and hold Landlord harmless from any and all injury, loss, claims, or damages to any person or property occasioned by, in connection with, relating to, or arising from any Tenant Changes.

10.04 - Any such Tenant Changes shall be performed in such manner as not to impose any additional expense upon Landlord in the operation of the Building. Prior to the commencement of Tenant changes, Tenant shall obtain and maintain at its expense worker's Compensation Insurance and Bodily Injury and Property Damage Public Liability Insurance and so-called "Builders Risk Insurance" (all such insurance shall conform to the requirements of Article 11 hereof) and shall submit certificates as evidence thereof to Landlord prior to commencement of any Tenant Changes.

ARTICLE 11 – INSURANCE

11.01 - Tenant covenants to provide at Tenant's cost and expense on or before the Commencement Date, and to keep in full force and effect during the entire term and so long thereafter as Tenant, or anyone claiming by, through or under Tenant, shall occupy the Premises, insurance coverage as follows:

(a) Comprehensive General Liability Insurance with contractual liability endorsements with respect to the Premises and the business of Tenant in which Tenant shall be adequately covered under limits of liability of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury or personal injury (including death), \$1,000,000.00 with respect to property damage, and a \$2,000,000.00 umbrella policy. Tenant agrees to provide coverage for its volunteers and other agents. In addition, Tenant agrees to procure all policies including endorsements for no insurer right of subrogation.

(b) Fire and Extended Coverage, Vandalism, Malicious Mischief and Special Extended Coverage Insurance in an amount adequate to cover the cost of replacement of all personal property, decorations, trade fixtures, furnishings, equipment in the Premises, vaults, safes and all contents therein. Landlord shall not be liable for any damage to such property of Tenant by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such Coverage is in effect), no matter how caused, it being understood that the Tenant will look solely to its insurer for reimbursement.

(c) Worker's Compensation Insurance in the minimum statutory amount covering all persons employed by Tenant.

(d) Said limits shall be subject to periodic review and Landlord reserves the right to demand an increase said coverage limits if, in the reasonable opinion of Landlord, said coverage becomes inadequate and is less than that commonly maintained by tenants in similar buildings in the area by tenants making similar uses. On or before the Commencement Date, and thereafter at Landlord's request, Tenant shall provide Landlord evidence of the insurance coverage required herein in the form of a duplicate original insurance policy, an insurance binder (countersigned by the insurer), or Evidence of Insurance (in form ACORD 27 with respect to property insurance and ACORD 25-S with respect to liability insurance) for each of the insurance policies Tenant is required to carry in compliance with its obligations under the Tenant.

11.02 - All of the aforesaid insurance shall; (i) be written by one or more responsible insurance companies reasonably satisfactory to Landlord and in form reasonably satisfactory to Landlord; (ii) name Landlord as an additional insured; (iii) contain endorsements substantially as follows: "It is understood and agreed that the insurer will give to The Richard Stockton College of New Jersey (or any successor Landlord), Vera King Farris Drive, Pomona, New Jersey 08240, thirty (30) days prior written notice of any material change in or cancellation of this policy"; and (iv) shall be written on an "occurrence" basis and not on a claims made basis.

11.03 - Tenant shall be solely responsible for payment of the premium and Landlord (or its designee) shall not be required to pay any premium for such insurance. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate evidencing said insurance to the reasonable satisfaction of the Landlord. It being the intention of the parties hereto that the insurance required under the terms hereof shall be continuous during the entire term of this Lease and any other period of time during which, pursuant to the term hereof, said insurance is required.

11.04 - Tenant agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction and any similar body. If, at any time or from time to time, to the extent of any failure by Tenant to comply with the foregoing sentence or any act or omission or commission by Tenant, its employees, agents, contractors or licensees, or to the extent of the use to which the Premises are put

(notwithstanding that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the Premises or the Building in which same are located shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord as Additional Rent, such portion or the premiums for all fire insurance policies in force with respect to the aforesaid properties and the contents of any occupant thereof as shall be attributable to such higher rate(s).

11.05 - Landlord makes no representation that the limits of liability specified to be carried by Tenant or Landlord under the terms of this Lease are adequate to protect Tenant against Tenant's undertaking under this Article 11, and in the event Tenant believes that any such insurance coverage called for under this Lease is insufficient, Tenant shall provide, at its own expense, such additional insurance as Tenant deems adequate.

11.06 – To the extent not insured Tenant shall provide Landlord with copy of all insurer policies, indicating where appropriate, that the College is a co-insured.

ARTICLE 12 - INDEMNIFICATION

12.01 - To the extent not insured Tenant shall defend, indemnify and save harmless Landlord and its agents against and from: (a) any and all claims of liability, including all equal and equitable. (i) arising from (x) the negligent or willful conduct of management by Tenant, its subtenants, licensees, its or their employees, agents, contractors or invitees on the Premises or of any business therein, or (y) any work or thing whatsoever done, or any condition created (other than by Landlord for Landlord's or Tenants account) in or about the Premises during the Term of the Lease, or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises, (z) any default by Tenant under terms, covenants and conditions of this Lease, or (ii) arising from any negligent or otherwise wrongful act or omission of Tenant or any of its subtenants or licensees or its or their employees, agents, contractors or invitees, and (b) all reasonable costs, expenses and liabilities including attorneys fees and disbursements incurred in or in connection with each such claim, action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding with counsel reasonably acceptable to Landlord.

ARTICLE 13 - FIRE

13.01 - In the event of the total destruction of the Building or the Premises by fire or other casualty during the term hereof or in the event of such partial destruction thereof as to render the Premises untenable or unfit for occupancy for Tenant's intended use in the ordinary course of its business, then in either event, unless such damage can, in the reasonable opinion of Landlord or Tenant, be repaired within one hundred eighty (180) days after the occurrence, this Lease and the term hereby created shall at either party's option, to be exercised within fifteen (15) days after notice from Landlord as hereinafter provided, cease from the date of such damage or destruction, and Tenant shall upon written notice from Landlord immediately surrender the Premises to

Landlord and Tenant shall pay rent within said term only to the time of such damage or destruction. If, however, in Landlord's reasonable opinion, the damage as aforesaid can be repaired within one hundred eighty (180) days from the occurrence thereof, Landlord shall (unless Landlord shall elect not to repair or rebuild, as hereinafter provided) repair the Premises with all reasonable speed, this Lease shall continue in full force and effect and there shall be an abatement of rent from date of damage until the repair is completed so that Tenant can occupy the Premises. Landlord shall notify Tenant within thirty (30) days from the occurrence of the destruction as to whether or not the damage can be repaired within one hundred eighty (180) days after the occurrence thereof.

13.02 - In the event of the partial destruction of the Building or Premises by fire or other casualty during the term hereof, which such partial destruction does not render the Premises wholly untenable or unfit for occupancy, for more than one hundred eighty (180) days in the Landlord's reasonable opinion, Landlord shall continue the Lease in full force and effect and there shall be an abatement of rent from date of destruction until the repair work is completed so that Tenant can occupy the Premises, in such proportion as the part of the Premises destroyed or rendered untenable bears to the total Leased Premises. If such damage cannot be repaired within one hundred eighty (180) days after the occurrence in the reasonable opinion of Landlord, this Lease and the term hereby created shall at either party's option, to be exercised within fifteen (15) days from the date of such damage or destruction as provided in Section 14.01, cease from the date of such damage and Tenant shall, upon written notice from Landlord, immediately surrender the Premises to Landlord and Tenant shall pay rent within said term only to the time of such damage or destruction. Landlord shall notify Tenant within thirty (30) days from the occurrence of the destruction whether or not the damage can be repaired within one hundred eighty (180) days after the occurrence thereof.

13.03 - In the event that the Building or the Premises shall be so slightly damaged by fire or other casualty so as not to affect or only minimally affect the operation of Tenant's business in the Premises, then in that event, there shall be no abatement of rent and this Lease shall continue in full force and effect, and Landlord shall enter and repair the damage with all reasonable speed.

13.04 - In the event that the Landlord elects, after any such damage or destruction, to reconstruct the Premises pursuant to this Lease, Tenant shall promptly, at Tenant's expense, redecorate and refixture the Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty. It is the intention of the parties that Tenant's obligation to redecorate and refixture be limited to the performance of Tenant's Work, as that term is defined in Section 3.02.

13.05 - Notwithstanding anything contained herein to the contrary:

(a) if any or all of the areas or offices comprising the Building are substantially damaged by fire or other casualty to such an extent that the Building cannot, in the reasonable judgment of Landlord or Tenant, be operated as intended,

(b) if the same are damaged by a casualty which is not insurable under standard or extended coverage insurance, or if the proceeds of such insurance are not made available to Landlord, or if such proceeds are, in Landlord's judgment, insufficient to repair or rebuild, and Landlord decides in its judgment either (i) not to repair or rebuild, or (ii) to demolish the entire Building and rebuild same, then upon the happening of any such event Landlord may cancel this Lease (whether or not the Premises are damaged) by giving written notice of such cancellation to Tenant within thirty (30) days after the happening of such damage and thereupon this Lease and the term hereof shall cease and terminate as of the date of the happening of such damage, and rent and other charges payable by Tenant shall be pro-rated to the day of such damage.

13.06 - Landlord shall use commercially reasonable efforts to effect any such repair or restoration promptly and in such manner as not unreasonably to interfere with Tenant's use and occupancy of the Premises but such efforts shall be subject to (i) Landlord's inability to obtain materials, (ii) Acts of God, (iii) strikes, fire or weather, (iv) acts of governmental authority, or (v) any other cause beyond the control of Landlord. Notwithstanding the above, Landlord shall not be required to incur overtime or additional charges in any such repair or restoration of the Premises or of the Building pursuant to this Article 13.

13.07 - The provisions of this Article 13 shall be considered an express agreement governing any case of damage or destruction of the Premises by fire or other casualty, and any law of the State of New Jersey, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

13.08 - In case of any damage by fire or other casualty, Tenant shall immediately notify Landlord and Landlord shall immediately notify Tenant.

ARTICLE 14 – TAKING OF POSSESSION BY THE STATE OF NEW JERSEY AND/OR EMINENT DOMAIN

14.01 - In the event that possession of the entire or substantially the entire Premises should be taken by the State of New Jersey (upon its written demand to the Landlord) or possession be taken for any public or quasi-public use by an entity other than the Landlord or should possession be taken by right of eminent domain or any other right, or should the Premises be sold to the condemning authority in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is retaken by the State of New Jersey or is taken by or conveyed to the condemning authority.

14.03 - In the event of any taking of the Premises by the State of New Jersey or otherwise, as between the Landlord and the Tenant, the Landlord shall be entitled to receive the entire consideration or award and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant in or to any such consideration or award or any part thereof and hereby waives all rights against Landlord and the condemning authority, except that Tenant shall have the right to claim and prove in any such proceeding and to receive any award which may be made, if any,

specifically for damages or condemnation of Tenant's movable trade fixtures and equipment and any other improvements made at Tenant's expense.

ARTICLE 15 - ASSIGNMENT AND SUBLEASE

15.01 - Tenant may not assign or sublease the within Lease to any party.

ARTICLE 16 - ENTRY BY LANDLORD

16.01 - Landlord, by its duly authorized employees and agents, may enter the Premises at reasonable hours (i) to inspect the same, (ii) to supply any service to be provided by Landlord under the terms of this Lease, (iii) to make repairs required of Landlord hereunder, or to Building, and (iv) to perform any work therein that may be necessary to comply with any laws, statutes, ordinances, regulations, orders and requirements of all governmental authorities having jurisdiction over the Premises, or to prevent waste or deterioration of the Premises; provided, however, that all such work shall be done as promptly as reasonably possible and Landlord shall take such steps as are necessary not to unreasonably interfere with Tenant's business operations. Any repairs, alterations or improvements to the Premises shall be done as required. Landlord may, during the progress of any such work keep and store upon the Premises, all necessary materials, tools and equipment required for said work but Tenant shall not be responsible therefore. Landlord shall at all times retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or deemed to be forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

ARTICLE 17 - INSPECTIONS BY PROSPECTIVE PURCHASERS AND TENANTS AND BY LENDERS

18.01 - The Landlord is hereby given the right, upon the giving of twenty-four (24) hours prior notice to Tenant, to enter the Premises during usual business hours (i) to exhibit the same to prospective Building purchasers or prospective or current lenders at any time during the Lease term or any renewal thereof, and (ii) to exhibit the same to prospective Tenants within six (6) months prior to the expiration of the Lease term or any renewal thereof. A representative of Landlord shall always accompany any such purchaser, tenant or lender on any of the aforesaid inspections. A representative of Tenant may be present whenever any portion of the Premises other than the general business offices are entered by Landlord and/or any third parties, such as prospective tenants, lenders or purchasers, for purposes set forth under this Section 17.01.

ARTICLE 18 - SURRENDER/HOLDOVER TENANCY

18.02 - Surrender: On the last day of the term demised, or the sooner termination thereof, Tenant shall peaceably surrender the Premises broom clean, in good order, condition and repair wear and tear excepted. On or before the last day of the term or the sooner termination thereof, Tenant shall, at its expense, remove its trade fixtures and signs from the Premises, and any property not removed shall be deemed abandoned and may be removed and disposed of by Landlord and the expense of such removal shall be paid to Landlord by Tenant without any setoff for the salvage value of goods so removed. If the Premises be not surrendered at the end of the term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the Premises and Building bathrooms to Landlord at the place then fixed for payment of rent. Tenant's covenants hereunder shall survive the expiration or termination of this Lease.

ARTICLE 19 - DEFAULT

19.01 - Lessor's Remedies on Default: If after the expiration of applicable notice and cure periods Lessee defaults in the payment of Rent, or any Additional Rent, or defaults in the performance of any of the other covenants and conditions hereof or permits the Premises to become deserted, abandoned or vacated, Landlord may give Tenant notice of such default, and if Tenant does not cure any Rent or Additional Rent default within ten (10) days or other default within thirty (30) days after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than ten (10) days notice to Tenant, and on the date specified in said notice, Tenant's right to possession of the Premises shall cease but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord pursuant to this Article 19 hereof, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. Tenant shall pay to Landlord, on demand, such reasonable expenses as Landlord may incur, including, without limitation, court costs and reasonable attorney's fees and disbursements, in enforcing the performance of any obligation of Tenant under this Lease.

19.02 - Insolvency of Tenant: Notwithstanding anything in this Article 19 to the contrary, either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or (b) a general assignment by Tenant for the benefit of creditors, or (c) any action taken or suffered by Tenant under any insolvency or bankruptcy act, shall constitute a default of this Lease by Tenant, and Landlord may terminate this Lease forthwith and upon notice of such termination Tenant's rights to possession of the Premises shall cease, and Tenant shall then quit and surrender the Premises to Landlord but Tenant shall remain liable as hereinafter provided.

19.03 - Deficiency: In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may, at Tenant's option, occupy the Premises or cause

the Premises to be redecorated, altered, divided, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof, as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original Expiration Date of this Lease, at Landlord's option and receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premise, or otherwise changing or preparing for reletting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the Rent and Additional Rent hereunder and to the costs and expenses of performance of the other covenants of Tenant as herein provided. Tenant agrees, in any such case, whether or not Landlord has relet, to pay to Landlord damages equal to the Rent and Additional Rent from the date of such default to the date of expiration of the term demised and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, received by Landlord during the remainder of the unexpired term hereof, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. Tenant shall not be entitled to any surplus accruing as a result of any such reletting. In reletting the Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. If Landlord elects, pursuant hereto, actually to occupy and use the Premises or any part thereof during any part of the balance of the Term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed, in any event, the Rent and Additional Rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

Alternatively, in any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may at Landlord's option, and at any time thereafter, and without notice or other action by Landlord, and without prejudice to any other rights or remedies it might have hereunder or at law or equity, become entitled to recover from Tenant, as Damages for such breach, in addition to such other sums herein agreed to be paid by Landlord, to the date of re-entry, expiration and/or dispossession, an amount equal to the difference between the Rent and Additional Rent reserved in this Lease from the date of such default to the date of expiration of the original Term demised and the then fair and reasonable rental value of the Premises for the same period. Said Damages shall become due and payable to Landlord immediately upon such breach of this Lease and without regard to whether this Lease be terminated or not, and if this Lease be terminated, without regard to the manner in which it is terminated. In the computation of such Damages, the difference between an installment of Rent and Additional Rent thereafter becoming due and the fair and reasonable rental value of the Premises for the period for which such installment was payable shall be discounted to the date of such default at the rate of not more than six percent (6%) per annum.

Tenant hereby waives all right of redemption to which Tenant or any person under Tenant might be entitled by any law now or hereafter in force.

Landlord's remedies hereunder are in addition to any remedy allowed by law or equity, but Landlord shall be required to mitigate its damages and shall only be entitled to compensatory damages.

19.04 - Late Charge: Anything in this Lease to the contrary notwithstanding, at Landlord's option, Tenant shall pay a "Late Charge" of \$100.00 paid more than ten (10) days after the due date thereof, to cover the extra expense involved in handling delinquent payments, said Late Charge to be considered Additional Rent. The amount of the Late Charge to be paid by Tenants shall be reassessed and added to Tenant's obligations for each successive monthly period until paid.

ARTICLE 20 - BANKRUPTCY

20.01 - At any time prior to or during the term of this Lease, if Tenant shall make an assignment for the benefit of its creditors; or if Tenant shall file a voluntary petition in bankruptcy; or if Tenant shall be adjudicated a bankrupt or insolvent; or if the affairs of Tenant shall be taken over by or pursuant to an order of any court or of any other officer or governmental authority pursuant to any federal, state or other statute or law; or if Tenant shall admit in writing its inability to pay debts generally as they become due; or if Tenant shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law; or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property; or, if, within sixty (60) days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceedings shall have not been dismissed; or, if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, such appointment shall not have been vacated or stayed or dismissed; or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated; or in the event action shall be taken by Tenant in furtherance of any of the aforesaid purposes, then and in any such event, Landlord may at its option terminate this Lease and all rights of Tenant herein, by giving to Tenant notice in writing of the election of Landlord so to terminate, and in such event neither Tenant nor any person claiming by, through or under Tenant by virtue of any statute or of any order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises. Such causes for the termination of this Lease as set forth in this Article 20 shall constitute a default by Tenant and all rights and remedies stated or otherwise reserved under Article 19 hereof shall be available to Landlord. The word "Tenant" in this Article 20 shall be construed to include any Surety or Guarantor of this Lease.

20.02 - It is stipulated and agreed that in the event of the termination of this Lease pursuant to this Article 20, Landlord shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of

the term demised and the then fair and reasonable rental value of the Premises for the same period. In the computation of such damages, the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of eight percent (8%) per annum. If such Premises, or any part thereof, be relet by the Landlord for the unexpired term of said Lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be prima facie evidence as to the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which such damages are to be proved, whether or not such amount be greater than, equal to, or less than the amount of the difference referred to above.

ARTICLE 21 - QUIET ENJOYMENT

21.01 - Tenant, subject to the terms and provisions of this Lease and to all mortgages and underlying Leases of record to which this Lease may be or may become subordinate, on payment of all Rent and Additional Rent and observing, keeping and performing all of the terms and provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof. This covenant shall be binding on Landlord only during its ownership of the Premises. In the event Landlord shall sell or otherwise dispose of its interest in the Premises during the term of this Lease, and provided that the successor landlord agrees to be bound by the term of this Lease, such sale or other disposition shall operate to release and relieve Landlord from any further liability or obligation to Tenant hereunder.

ARTICLE 22 - CONSENT BY LANDLORD

22.01 - Whenever, under this Lease, provision is made for Tenant securing the written consent or approval by Landlord, such consent or approval shall be in writing and may be withheld by Landlord in its sole discretion, unless it is otherwise herein specifically provided that such consent shall not unreasonably be withheld.

ARTICLE 23 - SUBORDINATION

24.01 - This Lease shall be subject and subordinate to the deed held by the State of New Jersey, and should the State of New Jersey determine in its sole judgment that the Landlord is without authority to execute this Lease or should the State of New Jersey attempt to take possession of the Premises or terminate the within Lease, this Lease shall at such time be canceled and terminated. Tenant shall at that time take immediate steps to vacate the Premises, and Landlord will no longer be entitled to rent. Upon such cancellation or termination of the

Lease neither party shall have a claim against the other, except for claims resulting from causes existing previous to the termination or claims resulting from Tenant's vacating the Premises.

ARTICLE 24 - ELIMINATION OF LIENS BY TENANT

24.01 - Tenant shall not suffer any liens, including, without limitation, mechanic's lien, to be filed against the Premises by reason of work, labor, services or materials performed or furnished to Tenant, its agents or employees or to anyone holding the Premises through or under Tenant or otherwise. If any such lien shall at any time be filed against the Premises, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens. If Tenant shall fail to cause such lien to be discharged within ten (10) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorney's fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent. Notwithstanding the foregoing, if Tenant is contesting such lien diligently and in good faith with counsel reasonably acceptable to Landlord and has posted a bond with Landlord to cover the full amount of such lien, Tenant shall not be required to discharge said lien within ten (10) days after being notified, provided however, Tenant must discharge the lien before judgment or sale and further provided that such lien shall be discharged within ten (10) days after request by any mortgagee for the Building or if required by Landlord based on the circumstances then existing. Nothing in this Lease shall be deemed to be a consent of the part of Landlord to subject the Premises to lien or claim under any mechanic's or construction lien law of New Jersey by reason of labor or material furnished to Tenant in connection with the Premises.

ARTICLE 25 - NOTICES

25.01 - Any notice required or permitted under this Lease shall, unless otherwise specifically provided herein, be deemed sufficiently given or served if personally delivered or if mailed by first class, registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows: Sarah Griffith, Executive Director, 300 Shore Road, Linwood NJ 08221 with a copy to Kevin Wolfe and to Landlord at the address then fixed for the payment of rent. Any such notice shall be deemed given as of the date of mailing. Either party may by giving fifteen (15) days written notice to the other party (sent as provided herein) at any time designate a different address to which notices are to be sent or delivered.

25.02 - Notices delivered by reason other than set forth above shall be effective upon receipt if verified as to date and time.

ARTICLE 26 - WAIVER OF TRIAL BY JURY

26.01 - To the extent permitted by law, Landlord and Tenant hereby waive Trial By Jury in an action brought by either against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises including any claim of injury or damage.

ARTICLE 27 - NO OTHER WAIVER OR MODIFICATIONS

27.01 - The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

ARTICLE 28 - CURING TENANT'S DEFAULTS

28.01 - If Tenant shall default in the performance of any covenant, agreement, term, provision or condition herein contained, Landlord without thereby waiving such default, may (but shall not be obligated to) perform the same for the account of and at the expense of Tenant, without notice in a case of emergency, and in any other case if such default continues after thirty (30) days from the date of the giving by Landlord to Tenant of written notice of such default. Bills for any reasonable and necessary expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, and reasonable and necessary bills for all costs, expenses and disbursements, including (without being limited to) reasonable attorney fees, incurred in collecting or endeavoring to collect the Rent or Additional Rent or other charge or any part thereof, or enforcing or endeavoring to enforce, any rights against Tenant under or in connection with this Lease, or pursuant to law, including (without being limited to any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by Landlord to Tenant and any charges for other services incurred by Tenant under this Lease) may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable by Tenant in accordance with the terms of said bills and if not paid when due, the amounts thereof shall immediately become due and payable as Additional Rent under this Lease, together with interest thereon at a per annum rate equal to the sum of the prime rate published in the Wall Street Journal, plus two (2) percentage points from the date the said bills should have been paid in accordance with their terms.

ARTICLE 29 - ESTOPPEL CERTIFICATE

29.01 - Tenant agrees, at any time, and from time to time, as requested by Landlord, upon not less than ten (10) days prior notice, to execute and deliver without cost or expense to the Landlord a statement certifying that this Lease is unmodified and in full force and effect (or if

there have been modifications that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the Rent and Additional Rent have been paid, and stating whether or not, to the best knowledge of the Tenant, the Landlord is in default in performance of any of its obligations under this Lease, and if so, specifying each such default of which the Tenant may have knowledge.

29.02 - It is intended that any such statement delivered to the Landlord pursuant to this Article 29 may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of any mortgage upon the Leasehold or fee of the Premises or any proposed lessee of all or part of the Parcel.

ARTICLE 30 - PARTIES BOUND

30.01 - The obligations of this Lease shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to, except that no violation of the provisions of Article 19 shall operate to vest any rights in any successor or assignee of Tenant and that the provisions of this Article 30 shall not be construed as modifying the conditions of limitation contained in Article 19. However, the obligations of Landlord under this Lease shall not be binding upon the Landlord herein named with respect to any period subsequent to the transfer of its interest in the Premises as owner or lessee thereof and in the event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord herein named as such owner or lessee of the Premises, but only with respect to the period ending with a subsequent transfer within the meaning of this Article 30 and such transferee, by accepting such interest, shall be deemed to have assumed such obligations except only as may be expressly otherwise provided in this Lease. A Lease of Landlord's entire interest in the Parcel as owner or lessee thereof shall be deemed a transfer within the meaning of this Article 30.

30.02 - Tenant shall look solely to Landlord's interest in the estate and property in the Premises (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord, or Landlord's partners or members, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Premises.

ARTICLE 31 – ISRA COMPLIANCE

31.01 – Anything contained to the contrary in paragraph 31.02 below notwithstanding, Tenant shall have no liability for any environmental conditions pre-existing the Commencement date of this Lease, and Tenant shall only be liable for those environmental conditions caused, directly or indirectly, by Tenant, its officers, directors, agents, licensees and invitees.

31.02 - Tenant represents that it's SIC code for all of its uses at the Premises is and will remain complete. If at any time Tenant's use at the Premises is included within any other SIC

Code number, Tenant shall immediately notify Landlord of such SIC Code. Tenant shall at Tenant's own expense, comply with N.J.S.A. 13:1K-6 et seq. ("ISRA") and the regulations promulgated thereunder, as well as all other federal, state and local environmental laws and regulations now or hereafter enacted and applicable to the Premises or Tenant's use thereof (collectively referred to as the "Environmental laws"). Tenant shall at Tenant's own expense and only with respect to Tenant's activities, make all submissions to, provide all information to, and comply with all requirements of the New Jersey Department of Environmental Protection (the "NJDEP") or such other appropriate agency charged with the administration of ISRA or other applicable environmental laws. Should the NJDEP determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes caused by Tenant, its officers, directors, agents, licensees or invitees at the Premises which are caused during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, carry out the approved plans, and obtain a No Further Action Letter or other appropriate approval from the NJDEP. In addition, and not in limitation of the above, Tenant's obligations under this Article shall arise if there is any closing terminating or transferring operations or ownership of an industrial establishment at the Premises pursuant to ISRA or any other triggering event under ISRA or other environmental law which would necessitate compliance. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord. Tenant shall indemnify, defend and save Landlord harmless from all costs, fees, fines, suits, procedures, claims and actions of any kind or nature arising out of, or in any way connected with, Tenant's failure to comply with all environmental laws, including but not limited to, any spills or discharges of hazardous substances or waste caused by tenant its officers, directors, agents, licensees or invitees at the Premises which occur during the term of this Lease. Tenant's failure to comply with the terms of this Article, shall be an event of default under Article 19 hereof and shall be restrainable by injunction. Tenant shall effectuate and complete full compliance with ISRA and any other applicable environmental law, including but not limited to any necessary cleanup, prior to the end of the term of this Lease ("Termination date") only with respect to the Premises and Tenant's activities. Tenant shall commence its compliance with such laws in sufficient time prior to the Termination Date so as to complete its obligations under this Article by no later than the Termination Date. In the event ISRA shall not apply to Tenant's occupancy of the Premises and its termination of operations at the Premises on the Termination Date, Tenant shall furnish Landlord with a letter of non-applicability from the NJDEP at the end of the term of this Lease. Tenant's obligations under this Article shall survive the termination of this Lease only with respect to the Premises and Tenant's activities during the term hereof.

ARTICLE 32 – FORCE MAJEURE

32.01 – Except as otherwise expressly provided herein, this Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease, or is unable to supply, or is delayed in supplying, any service, express or implied, to be supplied or unable to supply, or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of any cause beyond Landlord's reasonable

control, including but not limited to Acts of God, strikes, labor troubles, shortage of materials, government preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency or by reasons of the conditions of supply and demand which have been or are affected by war, hostilities or similar emergency, provided that Landlord shall in each instance exercise reasonable diligence to affect performance as soon as possible. It is agreed that Landlord shall not be required to incur any overtime or additional expense in Landlord's reasonable diligence to effect the performance of any of Landlord's obligations in this Lease.

ARTICLE 33 - PARKING

33.01 – Tenant shall have the right to the exclusive use of the existing parking lot on the Premises for its employees, invitees and visitors. In the event Tenant requires additional parking than that which currently is provided, Tenant shall be solely responsible for designing and constructing same, provided however, that such design and construction shall be approved in advance and in writing by the Landlord, and shall be in full and complete compliance with all applicable laws, rules and regulations appertaining thereto to the Tenant and the Landlord.

ARTICLE 34 – DEFINITION OF LANDLORD

34.01 – The term "Landlord" as used in this Lease shall mean, at any given time or from time to time as described in Article 30, The Richard Stockton College of New Jersey or the owner or owners collectively or individually, for the time being of the fee or leasehold of all or any portion of the Premises. The necessary grammatical changes required to make the provisions of this Lease apply in a give situation shall be assumed as though in each case fully expressed.

ARTICLE 35 – TAXES ON TENANT'S PROPERTY

35.01 – Tenants shall be liable for all taxes levied or assessed against the Premises for any personalty, fixtures and equipment installed by Tenant in the Premises. In addition, Tenant shall be liable for any taxes levied against the personalty, fixtures and equipment installed by Tenant in the Premises. If any such taxes are levied or assessed against the Landlord, Tenant shall pay the Landlord, upon demand, taxes for which tenant is liable as aforesaid.

ARTICLE 36 – EXCULPATION

36.01 – Notwithstanding anything to the contrary provided in this Lease, it is specifically agreed by the Tenant that there shall be absolutely no personal liability on the part of the Landlord, its officers, managers, related entities or agents, successors or assigns with respect to any of the terms, covenants and conditions of this Lease (for the purposes of this Article, collectively referred to as "Landlord") and Tenant shall look solely to Landlord's equity in the Premises for satisfaction of each of the terms, covenants and conditions of this Lease to be performed by Landlord. Tenant shall have no right of lien, levy, execution or other enforcement proceedings against any other property or assets of the Landlord. This exculpation of personal liability shall be absolute and without any exception whatsoever.

ARTICLE 37 – TENANT’S RIGHT TO TERMINATE LEASE DURING TERM OF LEASE

37.01 – In the event Tenant is able to locate another site for its business operations that it deems more suitable than that of the Premises, Tenant may terminate this Lease with at least thirty (30) days written notice to the Landlord, such thirty (30) days to be measured from the first day of the month next following the date of receipt by the Landlord of the written notification. In the event of such termination, Tenants shall be responsible for satisfying any and all rent and other obligations under the Lease to the date of termination, and will forfeit to the Landlord the Security Deposit.

ARTICLE 38 – LANDLORD’S RIGHT TO TERMINATE LEASE DURING TERM OF LEASE

38.01- In addition to the right to terminate this Lease set forth elsewhere in this Lease, in the event the Landlord receives a written offer to purchase the Premises from a third party, which offer the Landlord is willing to accept, Landlord may terminate this Lease with at least ninety (90) days written notice to the Tenant, such ninety (90) days to be measured from the first day of the month next following the date of receipt by the Tenant of the written notification. If the Landlord terminates the Lease as set forth in this Article 38, Tenant shall not be responsible for paying the rent for such ninety days, but will otherwise be responsible for satisfying all other obligations under the Lease to the date of termination.

38.02 – In the event the Landlord elects to offer the Premises for sale during the term of this Lease, it shall provide sixty (60) days notice to the Tenant of its intention. The parties recognize that the Landlord is required to comply with the State College Contract Law, and that such an offer to sell shall be made to the general public with appropriate advertising and notice.

ARTICLE 39 – TENANT’S RIGHT TO MAKE OFFER TO PURCHASE PREMISES DURING TERM OF LEASE

39.01 – Nothing in Article 38 shall prohibit Tenant from making a *bona fide* offer to purchase the Premises, provided such offer is made in response to the Landlord’s offer of sale made in compliance with the Law as stated in Article 38, in which case the offer to purchase shall contain provision for the termination of the Lease if the offer is accepted.

ARTICLE 40 – GENERAL PROVISIONS

40.01 – Tenant and Landlord represent each to the other that they have not directly or indirectly dealt with any real estate broker in connection with this transaction. Each party agrees

to hold the other harmless from and against any claims for brokerage commission or finder's fee to the extent any actions of the party whose conduct is the basis for such claim, its employees or agents with any broker or brokers.

40.02 – The laws of the State of New Jersey shall govern the validity, performance and enforcement of this Lease.

40.03 – The invalidity of any one or more phrases, articles, sections, sentences, clauses or paragraphs contained in this Lease shall not affect the remaining portions of this Lease or any part thereof, and in the event that any one or more of the phrases, articles, sections, sentences, clauses or paragraphs contained in this Lease shall be declared invalid by any final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid phrases, articles, sections, sentences, clauses or paragraphs had not been inserted herein.

40.04 – Tenant shall not record this Lease, but if either party should desire to record a short Memorandum of Lease setting forth only the parties, the Premises and the term, such Memorandum of Lease shall be executed, acknowledged and delivered by both parties upon notice from either party.

40.05 – Nothing in this Lease shall be construed as creating a joint venture or partnership between Landlord and Tenant and the parties shall bear to each other only the relationship of landlord and tenant, respectively.

40.06 - The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or scope or interest of this Lease, nor in any way affect this Lease.

ARTICLE 41 – SECURITY DEPOSIT

41.01 - Tenant shall provide to the Landlord a security deposit equal to one (1) month of the base rent (\$2,100.00) at the execution of the Lease. The Security Deposit shall secure the full and faithful performance of the Tenant's obligations under this Lease, including without limitation, the payment of rent and the surrender of possession of the Premises to Landlord as herein provided. If Landlord applies any part of the Security Deposit to cure any default of Tenant, Tenant shall, on demand, deposit with landlord the amount so applied so that Landlord shall have the full Security Deposit on hand at all times during the term of this Lease. In the event of a *bona fide* sale of the Premises subject to this Lease, Landlord shall have the right to transfer the Security Deposit to the vendee, and Landlord shall be considered released by Tenant for all liability for the return of the Security Deposit; and Tenant agrees to look solely to the new landlord for the return of the Security Deposit, and it is agreed that this shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Provided this Lease is not in default, the Security Deposit (less any portions thereof used, applied or retained by Landlord in accordance with the provisions of Article 37 and this Article 41) shall be returned to Tenant after the expiration or sooner termination of this Lease and after delivery of the entire

Premises to landlord in accordance with the provisions of this Lease. Tenant covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit and Landlord shall not be bound by any such assignment, encumbrance or attempt thereof.

In the event of insolvency of Tenant, or in the event of an uninsured judgment in any court of competent jurisdiction against Tenant which is not discharged within ninety (90) days after entry, or in the event a petition is filed by or against Tenant under any chapter of the bankruptcy law of the State of New Jersey or the United States of America, then in such event, Landlord may require the Tenant to deposit additional security in an amount which in Landlord's sole judgment would be sufficient to adequately assure Tenant's performance of all of its obligations under this Lease including but not limited to all payments subsequently accruing. Failure of Tenant to deposit the security required by this Article 41 within ten (10) days after Landlord's written demand shall constitute a material breach of this Lease by Tenant. Landlord shall return the Security Deposit to Tenant within thirty (30) days of the expiration of the Lease as long as tenant is not in default at such time and the Premises space is delivered subject only to normal wear and tear.

ARTICLE 42 – ADDITIONAL PROVISIONS

42.01 – The submission of this Lease for examination does not constitute a reservation or, or option for, the Premises, and this Lease Agreement becomes effective as a Lease Agreement only upon execution and delivery thereof by Landlord and Tenant.

42.02 – No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representation(s) or promise(s).

42.03 – Tenant represents and warrants that this Lease has been duly authorized and approved by its Board of Directors. The undersigned officers and representatives of the Landlord and Tenant represent and warrant that they are the officers of the Landlord and Tenant with proper authority to execute this Lease.

EACH PARTY AGREES that it will not raise or assert as a defense to any obligation under the Lease or make any claim that the Lease is invalid or unenforceable due to any failure of this document to comply with ministerial requirements including, but not limited to, requirements for corporate seals, attestations, witnesses, notarizations, or other similar requirements, and each party hereby waives the right to assert any such defense or make any claim of invalidity or unenforceability due to any of the foregoing.

IN WITNESS WHEREOF, Landlord and Tenant have caused their proper officers to sign their names above their titles, and to affix their seals the day and year first above written.

LANDLORD

THE RICHARD STOCKTON COLLEGE
OF NEW JERSEY

ATTEST:

By _____ (Seal)

Herman J. Saatkamp, Jr.
President

TENANT

GILDA'S CLUB OF SOUTH JERSEY,
INC.

ATTEST:

By _____ (Seal)

Name:
Title:

EXHIBIT A
DESCRIPTION OF PREMISES

(INSERT)

EXHIBIT B
COMMENCEMENT DATE AGREEMENT

(INSERT)

EXHIBIT C

RULES & REGULATIONS

1. The sidewalks, parking lots, lobbies, halls, passages, and stairways shall not be obstructed by Tenant, nor used by it for any other purpose than for ingress and egress to and from their respective offices, nor shall they be used as a waiting or lounging place for tenant's employees, or those having business with tenants. Landlord retains in all cases the right to control and prevent access to any part of Premises of all persons whose presence, in the judgment of Landlord of Landlord's employees, may be prejudicial to the safety, character, reputation or interests of the building and its tenants. In case of invasion, mob, riot, public excitement or other commotion, Landlord reserves the right to prevent access to the building during the continuance of same by closing the doors or otherwise, for the safety of Tenant and the protection of property in said building. During other than business hours, access to the Building may also be refused, unless the person seeking admission is properly identified and the production of a key to such premises may in addition be required. Landlord shall in no case be liable in damages for the admission or exclusion of any person from said building. Neither Tenant nor its employees or invitees of Tenant shall go upon the roof of building.
2. The floors, walls, partitions, skylights, windows, doors and transoms that reflect or admit light into passageways or into any place in said Building shall not be covered or obstructed by Tenant; provided, however, that Tenant may install curtains or draperies on the windows. The toilet-rooms, sinks and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes, chemicals or refuse shall be thrown or placed therein. The cost of any damage resulting from such misuses or abuse shall be borne and immediately paid by tenant by whom, or by whose employees, it shall have been caused.
3. Nothing shall be placed by Tenant or its employees on the outside of the building, except that a sign identifying the name and business of Tenant may be installed, provided same is approved by both the Landlord and is consistent with any municipal sign ordinance.
4. Tenant shall see that the doors of the premises are closed and securely locked before leaving the building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or tenant's employees leave the building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness, Tenant shall make good all injuries sustained by Landlord and others.
5. Tenant, its employees, invitees or others, shall not make or commit any improper noises or disturbances of any kind in the building, nor smoke in the building, use illegal drugs or controlled dangerous substances on the Premises, mark or defile the bathrooms or the walls, windows, doors or any part of the building, nor interfere in any way with those having business in the building. Tenant shall be liable for all damage to the building done by their employees and invitees.

6. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the building, or permit or suffer the building to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the premises.

7. If the Tenant desires to introduce signaling, telegraphic, telephonic or other wires and instruments, Landlord will direct the electricians as to where and how the same are to be placed; and, without such direction, no placing, boring or cutting for wires will be permitted. Landlord retains, in all cases, the right to require the placing and using of such electrical protecting devices to prevent the transmission of excessive currents of electricity into or through the building, to require the changing of wires and of their placing and arrangement underground, or otherwise, as Landlord may direct, and further to require compliance on the part of all using or seeking access to such wires with such rules as Landlord may establish relating thereto; and, in the event of non-compliance by tenants or by those furnishing service by or using such wires, or by others with the directions, requirements or rules, Landlord shall have the right to immediately cut, displace and prevent the use of such wires. Notice requiring such changing of wires and their replacing and rearrangement given by Landlord to any company or individual furnishing service, by means of such wires to any tenant, shall be regarded as notice to such tenants and shall take effect immediately. All wires used by tenants must be clearly tagged at the distributing boards and junction boxes and elsewhere in the building with the number of the office to which said wires lead and the purpose for which said wires respectively are used, together with the name of the company operating same.

8. No varnish, stain, paint, linoleum, oilcloth, rubber or other air-tight covering shall be laid or put upon the floors; nor shall articles be fastened to, or holes drilled, or nails or screws driven into walls, doors or partitions; nor shall the walls, doors or partitions be painted, papered, or otherwise covered or in any way marked or broken; nor shall machinery of any kind be operated on the premises; nor shall any tenant use any other method of heating than that provided by Landlord; without the written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not use or keep in the building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

9. The delivery of materials and other supplies to tenants in the building will be permitted only under the direct control and supervision of the Tenant. No furniture, freight or equipment of any kind shall be brought into the building without the consent of Landlord, and all moving of the same into or out of the building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes, files and other heavy equipment brought into the building, and also the times and manner of moving the same in and out of the building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of, or damage to, any such property from any cause, and all damage done to the building by moving or maintaining such property shall be repaired at the expense of the tenant.

10. Tenant shall be solely responsible for employing any person or persons for the purpose of cleaning the premises unless otherwise agreed to by Landlord. Notwithstanding the above, except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by reason of tenants' carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of tenant by the janitor or any other employee or person. Janitor service shall include ordinary vacuuming, dusting and cleaning as well as cleaning of carpets or rugs (every six months).

11. No vending machine or machines of any description shall be installed, maintained or operated upon the premises without the written consent of the Landlord.

12. Without the written consent of Landlord, Tenant shall not use the name of the building or the Landlord in connection with, or in promoting or advertising the business of Tenant, except as Tenant's address.

13. The word "building" as used herein means the building of which the premises are a part.

14. Tenant shall not install coat hooks or other similar devices on the doors of his premises.

17. Tenant shall provide chair pads for all desk chairs of the swivel-base type that are used on carpeted areas.

18. The use of rooms as sleeping apartments is prohibited.

19. All entrance doors are to be kept closed at all times.

20. The following keys will be provided:

21. The above rules and regulations, or any further rules and regulations, are for the exclusive benefit of and enforceable only by Landlord herein.
