

Commercial Lease Agreement

20 ERFORD ROAD, LEMOYNE, PA 17043
SUITE 215

THIS LEASE AGREEMENT (herein referred to as “this Lease” or “this Lease Agreement”) is entered into this ____ day of September, 2019, by and between **LINLO PROPERTIES IV, LP**, a Pennsylvania limited partnership, with its principal offices at 150 Corporate Center Drive, Suite 100, East Pennsboro Township, Camp Hill, Cumberland County, Pennsylvania 17011 (herein referred to as the “Landlord”);

AND

UNITED WAY OF PENNSYLVANIA, a _____, with its principal offices at _____ (herein referred to as the “Tenant”).

NOW, THEREFORE, in consideration of the premises, the mutual terms, covenants and conditions herein contained, and the rent reserved to be paid by Tenant to Landlord, the parties hereto, intending to be legally bound, do hereby agree and covenant as follows:

1. PREMISES.

A. Commercial Space. Landlord leases to Tenant and Tenant leases from Landlord a space within the building known as the Vista Plaza and located at **20 Erford Road, East Pennsboro Township, Lemoyne, Cumberland County, Pennsylvania 17043** (the “Building”) and the surrounding real estate, parking lot and sidewalks (the “Premises”) as follows: Three Thousand Two Hundred Eighty-Six (3,286) rentable square feet of commercial office space located on the second floor of the Building and being numbered as **Suite 215** and as more specifically set forth on the attached **EXHIBIT A** (referred to herein as “the Suite” or “Suite 215”).

B. Parking Facilities. It is understood that Tenant, its vendors and customers of Tenant will be permitted to use the parking facilities appurtenant to the Premises in common with other tenants. **Tenant’s employees are discouraged from parking in the parking spaces marked “Visitor” at the main entrance of the Building during regular business hours for the Building, specifically 8:00 AM to 5:00 PM (hours for parking restriction may change subject to variations in high volume hours for the Building).** Tenant is requested to inform its employees that employees are discouraged from parking in the aforementioned spaces. Tenant and Tenant’s employees will not park company owned or personally owned vehicles and equipment in the parking facilities over night without receiving prior written permission from the Landlord.

2. TERM.

A. TERM. The term of the lease will be for Five (5) years and Three (3) Months (the “Term”) and shall commence on December 1, 2019 (the “Commencement Date”) and shall expire at 12:00 midnight on February 28, 2025 (the “Termination Date”). Tenant hereby waives notice to quit the Premises, at the expiration of the term of this Lease Agreement, or any applicable early termination or renewal option, and this Lease shall constitute sufficient notice to quit without any obligation upon Landlord to provide Tenant with any additional notice thereof.

B. RENEWAL OPTIONS. Tenant shall have the right and option to extend the Term of the Lease for One (1) option for a term of Five (5) years (the “Option Term”). Tenant shall exercise its option to extend the Term by providing Landlord with written notice thereof at least One Hundred Eighty (180) days prior to the expiration of the current Term, provided that Tenant shall have no right or option to renew the Term of this Lease if Tenant is in default of any of the terms or provisions of this Lease upon the date of giving of the notice to renew or any time thereafter through and including the expiration date of the current Term of this Lease.

3. POSSESSION. Tenant may begin to occupy the Suite on November 15, 2019 (the “Possession Date”) and Tenant may continue to occupy the Suite during the Term of this Lease Agreement.

4. USE. The Suite and Premises shall be used by Tenant for professional and administrative offices.

5. RENTAL RATE. Tenant shall pay to Landlord as base rent during the Term of this Lease the following monthly amounts on the First (1st) day of each month as provided for each period during the Term:

Lease Year	Period	Yearly Total	Monthly Total	Rate
Months 1-6	12/1/2019 - 5/31/2020	\$ 18,858.00	\$ 3,143.00	\$ 11.48
Months 7-12	6/1/2020 - 11/30/2020	\$ 22,800.00	\$ 3,800.00	\$ 13.88
Months 13-18	12/1/2020 - 5/31/2021	\$ 25,800.00	\$ 4,300.00	\$ 15.70
Months 19-24	6/1/2021 - 11/30/2021	\$ 29,160.00	\$ 4,860.00	\$ 17.75
<i>Rent Concession</i>	<i>12/1/2021 - 12/31/2021</i>	<i>N/A</i>	\$ -	\$ -
Lease Year 3	1/1/2022 - 12/31/2022	\$ 59,778.00	\$ 4,981.50	\$ 18.19
<i>Rent Concession</i>	<i>1/1/2023 - 1/31/2023</i>	<i>N/A</i>	\$ -	\$ -
Lease Year 4	2/1/2023 - 1/31/2024	\$ 61,272.45	\$ 5,106.04	\$ 18.65
<i>Rent Concession</i>	<i>2/1/2024 - 2/28/2024</i>	<i>N/A</i>	\$ -	\$ -
Lease Year 5	3/1/2024 - 2/28/2025	\$ 62,804.26	\$ 5,233.69	\$ 19.11

All rent shall be payable monthly in advance, punctually and without demand, deduction or set off, during the Term of this Lease at such place as Landlord may from time to time designate in writing.

6. LATE CHARGE. If Tenant fails to make any rental or other payment within Five (5) days of the date it is due hereunder, a late charge equal to Four Percent (4.0%) of the amount of the payment due shall be immediately due and collectable as additional rent hereunder. The late charge equal to Four Percent (4%) shall accrue on the First (1st) day of each subsequent month that the rental or other payments, or any portion thereof, remain outstanding.

7. OPTIONAL TERMS RENTAL RATE. If Tenant exercises its right to extend the Term of this Lease, as provided in section 2.B of this Lease Agreement, then the annual rental amounts for the Option Terms shall increase by a rate to be agreed upon by Landlord and Tenant. During the Option Terms, all rent shall be payable monthly in advance, punctually and without demand, deduction or set off, payable on the first day of the month.

8. **PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against personal property or fixtures installed or located in or on the Premises and that are payable during the term.

9. **SECURITY DEPOSIT.** Tenant will pay to Landlord the sum of **Three Thousand One Hundred Forty-Three and 00/100 Dollars (\$3,143.00)** as a security deposit against damage to the Premises or Tenant's failure to pay any installments, sums, charges or expenses due under this Lease. The security deposit shall not bear interest.

10. **COMPLIANCE WITH LAWS AND CONDITION OF PREMISES.** Tenant shall comply with all laws, ordinances, regulations and insurance requirements concerning the Premises and any fixtures, machinery or equipment therein, and Tenant's use of the Premises. This Lease is expressly conditioned upon Tenant being able to obtain such permits and approvals to put the Premises to the proposed use. Landlord shall comply with all reasonable requests for assistance in such compliance. Landlord warrants that upon tender of possession the Premises is in compliance with all pertinent governmental and regulatory ordinances and codes. Tenant has examined and knows the condition of the Premises, and acknowledges that no representations as to the condition and repair thereof have been made by the Landlord or its agents prior to or at the execution of the Lease that are not herein expressed, and accepts the Premises in an "as is" condition without warranty as to their suitability for any particular use.

11. **MAINTENANCE.** Landlord, at its cost, shall maintain, in a good and safe condition and be responsible for the Building and Premises, including the structural components, the roof and exterior of the Premises and any electrical, plumbing, fixtures, machinery or equipment therein. Tenant shall have no responsibility to maintain the Building and Premises. Tenant shall be responsible for any and all repairs within Tenant's Suite caused by Tenant, its agents and guests. Landlord shall keep the Building and grounds in good condition and repair, and provide all common area maintenance and repair, including, but not limited to the foundation, roof, windows, walls, HVAC system (excluding any supplemental HVAC unit(s) installed by Tenant or for Tenant specific equipment which shall be maintained by Tenant), plumbing and utility services to the Building and the leased premises, lobbies, elevator, stairs, corridors, restrooms, walkways, courtyards, and parking areas, including, but not limited to appropriate landscaping, lawn maintenance, snow removal, parking lot maintenance and repair, common area janitorial and trash removal from dumpsters.

12. **PRE-OCCUPANCY TENANT IMPROVEMENTS.** Prior to the lease Commencement Date on November 15, 2019, Landlord will make the following improvements to Suite 215:

- Remove one wall to create a large conference room as shown on the attached **Exhibit A**.
- Replace existing tiles with matching ceiling tile where soiled and/or missing in order to provide a consistent look throughout the suite.
- All walls should be repaired and painted, as necessary, subsequent to the current Lessee's vacancy.
- All carpets should be cleaned and where necessary replaced in order to provide a professional appearance throughout the suite including those carpet tiles that have stains or significant wear.
- The "work counter" located just inside the main entrance should be removed and relocated to a mutually agreed-upon location.
- All lights and HVAC to be in proper working condition and the entire suite to be professionally cleaned prior to occupancy.
- Minimally, power wash the "raised planter" outside and adjacent to the

northern entrance to the building.

All additional or other work associated with Pre-Occupancy Tenant Improvements not specifically listed herein this Section 12, shall be the financial responsibility of the Tenant.

13. STRUCTURAL ALTERATIONS. Tenant shall not make any structural or interior alterations to the Premises without Landlord's prior written consent, which shall be granted in Landlord's sole discretion.

14. NON-STRUCTURAL ALTERATIONS AND FIXTURES. Tenant, at its cost and after obtaining Landlord's written consent, which consent shall not be unreasonably withheld, may make nonstructural alterations to the interior of the suite and may place and attach such equipment, machinery and fixtures therein as Tenant requires in order to conduct its business in the Building. In making any alterations, etc., Tenant shall comply with the following:

A. Unless waived in writing by Landlord, Tenant shall submit reasonably detailed plans and specifications of the proposed alterations or placing of fixtures, machinery or equipment to Landlord at least Twenty (20) days prior to the date Tenant intends to commence the alterations or fixturing. Tenant's plans and specifications shall be deemed approved unless Landlord notifies Tenant in writing within Ten (10) days of their receipt from Tenant.

B. The alterations and fixturing, etc., shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the work. Any alterations made shall remain on and be surrendered with the Building on expiration or termination of the term, except that Landlord may elect to require Tenant at Tenant's cost to remove any alterations that Tenant has made to the Building, and Tenant shall restore the Building to as good condition as existed at the commencement of the Term, reasonable wear and tear excepted. Landlord shall provide Tenant with a complete list of items Tenant must remove no less than Twenty (20) days before the end of the lease Term or any renewal period.

15. MECHANICS' LIENS. Tenant will not permit any mechanics' claim or lien to be placed upon the Premises or any building or improvement constituting a part thereof during the Term, and in case of the filing of any such claim or lien, Tenant will promptly discharge same or procure a lien release bond by a good and sufficient surety corporation in an amount equal to one and one-half times the amount of the claim or lien. If default in discharge thereof or procuring of a bond shall continue for Thirty (30) days after written notice from Landlord to the Tenant, the Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid including expenses and interest shall be deemed additional rental due and payable by Tenant to Landlord.

16. TAXES, INSURANCE, UTILITIES AND SERVICES.

A. Operating Expenses. Landlord shall pay all charges when due for electricity for the Building (including the Suite), water and sewer, heating and air-conditioning. Landlord shall also pay all charges when due for building trash disposal, snow removal, landscaping, common-area and in-suite janitorial and all other charges or expenses incurred by Landlord in connection with the operation, maintenance, management and repair of the Building. Furthermore, Landlord shall pay the real estate taxes on the Building and Premises, including the Suite, and the land thereunder, and Landlord shall maintain and pay for adequate fire, flood and extended coverage insurance upon the Building and Premises, including the Suite, but excluding Tenant's personal property. These expenses, excluding the

items listed below, will be collectively referred to as the “Operating Expenses”. Landlord’s Operating Expenses for calendar year 2019 shall be deemed the “Base Amounts” for the Operating Expenses. To the extent the Operating Expenses exceed the Base Amounts for Operating Expenses (the “Excess Operating Expenses”) in any subsequent year, Landlord shall notify Tenant in writing of its pro rata share (as defined in this Section 16.A) of such Excess Operating Expenses, and Tenant shall reimburse Landlord within Thirty (30) days after Tenant’s receipt of Landlord’s invoice. However, if Landlord elects to bill Tenant on a monthly basis for Tenant’s pro-rata share of Excess Operating Expenses, Landlord shall notify Tenant at least Thirty (30) days prior to the date such payments are due of the monthly amount to be paid by Tenant for its estimated pro-rata share of Excess Operating Expenses. In such event, after the expiration of the calendar year Landlord shall provide a statement to Tenant setting forth the actual Excess Operating Expenses and the amount paid by Tenant for estimated Excess Operating Expenses. If Tenant overpaid Excess Operating Expenses, Landlord shall refund such overpayment to Tenant simultaneously with the delivery of such statement, and if Tenant underpaid, Tenant shall pay the amount owed to Landlord within Thirty (30) days following receipt of such statement. For purposes of these calculations, Tenant’s pro-rata share shall be deemed to be **7.29% (3,286 SF Suite / 45,067 SF Building)** total square feet of the Building. The additional rent payable by Tenant under this Lease together with Base Rent is referred to in this Lease as “Rent”. Tenant shall have the right, upon reasonable advance notice to Landlord, to examine or audit books and records relating to Operating Expenses and to the extent that the results of the audit show overpayment by Tenant, then such overpayment shall be credited towards Rent next due from Tenant under this Lease.

Notwithstanding anything contained in the Lease, the following shall be excluded from Operating Expenses:

- (i) Attorney’s fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants, or prospective tenants or occupants of the Building;
- (ii) Costs of correcting defects in the design or construction of the Premises, Building (including latent defects in the Premises or Building) or in the equipment thereon, except that conditions resulting from ordinary wear and tear and use shall not be deemed defects;
- (iii) Costs relating to hazardous materials, except to the extent caused, installed, disposed of or released by Tenant;
- (iv) Costs relating to compliance with the Americans with Disabilities Act, except to the extent caused by any unique aspect of any alterations installed by Tenant;
- (v) Costs relating to the breach of any warranty, representation or covenant of Landlord under this or any other Lease;
- (vi) Any management fee or administrative cost in excess of Five Percent (5%) of Rent for the period in question;
- (vii) Interest on debt or payments on any mortgage, and rental under any ground or underlying leases;
- (viii) Depreciation and amortization;
- (ix) Costs which under generally accepted accounting principles, consistently applied, are capitalized;
- (x) Rentals and other related expenses, if any, incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered capital in nature;
- (xi) Costs of Landlord’s general corporate and/or partnership overhead and general administrative expenses (including but not limited to costs paid to third parties to collect rents, prepare tax returns and accounting reports and obtain financing), which would not be chargeable

to operating costs of the Building in accordance with generally accepted accounting principles, consistently applied;

(xii) All items and services for which Tenant is expressly required under this Lease to pay to third persons;

(xiii) Costs incurred in leasing, advertising for the Building or other marketing or promotional activity specifically and primarily designed for marketing space in the Building;

(xiv) Any expenses incurred in the operation of any parking or retail facilities located within the Building;

(xv) Any bad debt expense or bad debt reserve;

(xvi) Amounts paid to persons or entities affiliated with, controlled by, controlling of, or under common control with, Landlord to the extent such amounts are greater than would have been charged by an unaffiliated third party in an arms-length transaction;

(xvii) Costs resulting from the negligence of Landlord, its agents, employees and others for whom it is responsible; and

(xviii) Costs resulting from a disproportionately large use of services by other tenants of the Building.

B. Tenant's Costs and Services. Tenant shall make arrangements for and pay for the following utilities and services used and consumed in the Suite: telephone service, television cable, internet services and computer services.

17. INDEMNITY AND EXCULPATION; INSURANCE.

A. Exculpation of Landlord. Subject to the waiver of subrogation provisions set forth in Section 17.G of this Lease Agreement, Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, including any defective condition of any part of the Premises, excepting that caused by Landlord's negligence or willful and wanton acts, or for conditions existing prior to the date of this Lease. Tenant waives all claims against Landlord for damage to person or property arising for any reason, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the negligence or willful and wanton acts or omissions of Landlord or its authorized representatives, or conditions existing prior to the date of this Lease..

B. Indemnity. Subject to the waiver of subrogation provisions set forth in Section 17.G of this Lease Agreement, Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, or on, the Premises, except that Landlord shall be liable to Tenant for damage resulting from the willful and wanton acts of Landlord or its authorized representatives. Landlord shall hold Tenant harmless from all damages arising out of any such damage or for conditions existing prior to the date of this Lease. A party's obligation under this Section to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

C. General Liability Insurance. Tenant, at its cost, shall maintain general liability insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. All public insurance and property damage insurance shall insure performance by Tenant of the indemnity provision of Section 17.B of this Lease Agreement. Tenant shall name Landlord, as its interest appears, on all insurance policies with the only exception being Tenant's workers compensation policy.

D. Tenant's Fire Insurance. Tenant, at its cost, shall maintain on all its personal property, Tenant's improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsement, to the extent of at least One Hundred Percent (100%) of their value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements or alterations.

E. Fire Insurance on Building and Other Improvements. Landlord, at its expense, shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance (including plate glass insurance, sprinkler leakage, collapse and vandalism and malicious mischief, also known as "All Risks of Physical Loss" coverage), to the extent of at least full replacement value. The insurance policy shall be issued in the name of Landlord as its interest appears and shall contain a standard mortgagee endorsement in favor of the holder of any mortgage having a lien against the Premises.

F. Workmen's Compensation Insurance. Tenant, at its cost, shall maintain legally required limits of Workmen's Compensation Insurance on all persons which it employs and employer liability coverage as required by law.

G. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any and all liability for any loss or damage of such party or to the Premises and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

H. Other Insurance Matters. All insurance required under this Lease shall:

(i) Be issued by insurance companies authorized to do business in the Commonwealth of Pennsylvania, as a domestic or foreign insurance carrier, with a high financial rating in the most recent edition of Best's Insurance Reports.

(ii) Contain an endorsement requiring Thirty (30) days' written notice from the insurance company to all parties before cancellation or change in the coverage, scope, or amount of any policy.

(iii) Provide Accord Certificates to the Landlord at the commencement of the term, and on renewal of the policy not less than Twenty (20) days before the expiration of the term of the policy.

(iv) Contain a provision that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained with respect to any policy upon which Landlord is a named insured.

18. FIRE OR OTHER CASUALTY.

A. If any floor of the Premises is partially damaged by fire or other casualty, to the extent of Twenty-Five Percent (25%) or less of the Leased Space on the particular floor, the damages shall be repaired by and at the expense of Landlord, and the rent, until such repairs shall be made, shall be apportioned from the date of such fire or other casualty according to the part of the Premises which is usable by Tenant, which such percentage shall be agreed upon by Landlord and Tenant and shall be based, in part, upon the effect of the fire damage on Tenant's business operation. Landlord agrees to

repair such damage within a reasonable period of time after receipt from Tenant of written notice of such damage, except that Tenant agrees to repair and replace its own furniture, furnishings, and equipment.

B. If any floor of the Premises is damaged or rendered untenable by fire or other casualty, to the extent of Twenty-Five Percent (25%) or more of the Leased Space on the particular floor the Term of this Lease as to the particular damaged floor(s) shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the particular floor(s) and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for rent shall cease as of the day following the casualty as to the vacated space.

C. The restoration shall be accomplished as follows:

(i) Landlord shall complete the restoration within Sixty (60) days after final plans and specifications and working drawings have been approved by the appropriate government bodies and all required permits have been obtained (subject to a reasonable extension for delays resulting from causes beyond Landlord's reasonable control).

(ii) Landlord shall retain a licensed contractor that is bondable. The contractor shall be required to carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction. Such insurance shall contain waiver of subrogation clauses in favor of the Landlord.

D. **Abatement of Rent.** In case of destruction, there shall be an abatement or reduction of rent as provided in Section 18.A, and a total release of liability for rent payments as provided in Section 18.B, until the Premises is restored as provided above.

19. CONDEMNATION.

A. Definitions.

(i) "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemner and (b) a voluntary sale or transfer by Landlord to any condemner, in lieu of condemnation, under threat of condemnation or while legal proceedings for condemnation are pending.

(ii) "Date of taking" means the date the condemner has the right to possession of the property being condemned.

(iii) "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

(iv) "Condemner" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

B. Parties' Rights and obligations to be Governed by Lease. If, during the Term, there is any taking of all or any part of the Premises or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to this Section.

C. **Total Taking.** If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

D. **Partial Taking.**

(i) **Effect on Lease.** If any portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the building or other improvements or the parking area that are a part of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate pursuant to this section by giving notice to Landlord within Thirty (30) days after the nature and the extent of the taking have been determined. If Tenant elects to terminate this Lease as provided in this Section Tenant also shall notify Landlord of the date of termination, which date shall not be earlier than Thirty (30) days nor later than Ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the Thirty (30) day period, this Lease shall continue in full force and effect, except that the monthly rent shall be reduced pursuant to this Section.

(ii) **Effect on Rent.** If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking, the monthly rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the date of taking.

(iii) **Restoration of Premises.** If there is a Partial taking of the Premises and this Lease remains in full force and effect, Landlord at its cost shall accomplish all necessary restoration. Rent shall be abated or reduced during the period from the date of taking until the completion of restoration, but all other obligations of Tenant under this Lease shall remain in full force and effect. The abatement or reduction of rent shall be based on the extent to which the restoration interferes with Tenant's use of the Premises.

E. **Award Distribution.** The entire award shall belong to and be paid to Landlord except that Tenant shall receive from the award the following:

(i) A sum attributable to Tenant's improvements or alterations made to the Premises by Tenant in accordance with this Lease, which Tenant's improvements or alterations Tenant has the right to remove from the Premises pursuant to the provisions of this Lease but elects not to remove; and,

(ii) A sum attributable to that portion of the award constituting Tenant's relocation costs if included in the award; and,

(iii) Any special damages which by their nature are awardable only to the Tenant and would not, under any circumstances nor under any provision of this Lease be awardable to Landlord.

20. **ASSIGNMENT AND SUBLETTING.** Tenant may assign or sublease all or any part of this Lease or the Premises to a third party with Landlord's prior written approval, which approval shall not be unreasonably withheld. Tenant may assign or sublease all or any part of this lease or the Premises to any subsidiary or affiliate of Tenant related as a result of a merger or consolidation (to be defined as a "Permitted Transfer") without Landlord's consent.

Attn: _____

26. DEFAULT.

A. Tenant's Default. The occurrence of any of the following shall constitute an Event of Default by Tenant:

(i) Failure to pay rent or any other sum of money (including deposits) when due, if the failure continues for Ten (10) days after notice has been given to Tenant.

(ii) Failure to perform any other provision of this Lease if the failure to perform is not cured within Thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within Thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the Thirty (30) day period and diligently and in good faith continues to cure the default; provided, however, that Landlord's interest in the Premises are not prejudiced in the interim.

(iii) Notices given under this Section shall specify the alleged default, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

B. Landlord's Remedies. Upon the occurrence of an Event of Default by the Tenant, in addition to any other rights or remedies that Landlord may have under this Lease or at law or in equity, Tenant covenants and agrees that Landlord shall have the following rights:

(i) To levy the rent and/or other charges herein payable as rent, and Tenant shall pay all costs and officers, commissions, including sums chargeable to Landlord, and further including the five percent chargeable by the Act of Assembly as commissions to the constable or other person making the levy and in such case all costs, officers' commissions and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs, commissions and charges made, after the issuance of a warrant of distress, shall not be sufficient to satisfy the claim of Landlord.

(ii) Upon recovering possession of the Premises by reason of or based upon or arising out of a default on the part of Tenant, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and repairs as may be necessary in order to relet and/or operate the Premises or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and other terms and conditions as the market will bear to such person or persons as may in Landlord's discretion seem best; upon each such reletting all rents received by Landlord from such reletting shall be applied: first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and all costs of such alterations and repairs; second, to the payment of rent due and unpaid hereunder; and third, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; and the residue, if any, shall be held by Landlord and applied in payment of future rent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of the Premises or the making of alterations and/or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant. Excepting a lack of due diligence Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises or, in the event that the Premises or any part or parts thereof are relet, for failure to collect the rent thereof under such reletting. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord as their agent to collect the rents due and to become due under all subleases of the Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iii) To cure any default by Tenant at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate of Fifteen Percent (15.0%) per annum from the date the sum is paid by Landlord until landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

(iv) To terminate this Lease and the term hereby created without any right on the part of Tenant to waive the forfeiture by payment of any sum due, other than rent or by other performance of any condition, term or covenant broken, whereupon Landlord shall be entitled to recover, in addition to any and all sums and damages for violation of Tenant's obligations hereunder in existence at the time of such termination, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant, less the fair rental value of the Premises for the remainder of said term, all of which amount shall be immediately due and payable from Tenant to Landlord.

(v) Provided Tenant has been given at least Thirty (30) days' notice and an opportunity to cure any defaults which may exist at that time, when this Lease and the term or any extension or renewal thereof shall have been terminated on account of any default by Tenant hereunder, and also when the term hereby created or any extension or renewal thereof shall have expired, it shall be lawful for any attorney of any court of record to appear as attorney for Tenant as well as for all persons claiming by, through or under Tenant, and to sign an agreement for entering in any competent court an amicable act on in ejectment against Tenant and all persons claiming by, through or under Tenant and therein confess judgment for the recovery by Landlord of possession of the Premises, for which this Lease shall be his sufficient warrant; thereupon, if Landlord so desires, an appropriate writ of possession may issue forthwith, without any prior writ or proceeding whatsoever, and provided that if for any reason after such action shall have been commenced it shall be determined that possession of the Premises remain in or be restored to Tenant, Landlord shall have the right for the same default and upon any subsequent default or defaults, or upon the termination of this Lease or Tenant's right of possession as hereinbefore set forth, to bring one or more further amicable action or actions as hereinbefore set forth, to bring one or more further amicable action or actions as hereinbefore set forth to recover possession of the Premises and confess judgment for the recovery of possession of the Premises as hereinbefore provided.

(vi) In any amicable action of ejectment and/or for rent and/or other sums brought hereon, Landlord shall first cause to be filed in such action an affidavit made by Landlord or someone acting for Landlord, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be prima facie evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) shall be filed in such suit, action or actions, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

(vii) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(viii) In the event of Tenant default, Landlord shall undertake commercially reasonable efforts to relet the premises.

27. **SIGNS.** Tenant has the right to advertise its company within the Building on the One (1) marquis located in the first-floor lobby of the Building, and the One (1) exterior sign located in front of the building along Erford Road for the term of this Lease at Landlord’s expense. Tenant, at Tenant’s sole cost, shall also have the right to furnish and install One (1) sign advertising its business at the Premises, on the entry way door into its Suite and/or adjacent to its entry way door and with prior written approval of Landlord.

28. **SUBORDINATION AND CERTIFICATES.** If a lender to Landlord requires that this Lease be subordinate to any encumbrance recorded after the date of this Lease affecting the Premises, this Lease shall be subordinate to that encumbrance, if Landlord first obtains from the lender a written agreement that provides substantially the following:

“As long as Tenant performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, shall affect Tenant's rights under this Lease.”

Tenant shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure. Tenant shall execute the written agreement and any other documents requested by the lender to accomplish the purpose of this Section.

Landlord and Tenant shall, without charge at the request of the other, from time to time execute certificates to any mortgagee, assignee or purchaser of Landlord and Tenant:

A. That this Lease is unmodified and in full force and effect (or, if there has been modification or default, that the same is in full force and effect as modified and stating the modification or default).

B. The dates, if any, to which the rent and other charges, if any, hereunder have been paid in advance.

C. Whether Landlord or Tenant is or is not, as the case may be, in default in the performance of any covenant, condition or agreement on Landlord's or Tenant's part to be performed.

D. Such other pertinent information with respect to this Lease as Landlord or Tenant may reasonably request of the other party.

29. **WAIVER.** No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default. It shall constitute only a waiver of timely payment for the particular rent payment involved. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

30. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of rent or other sum herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other sum then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease, at law or in equity.

31. SURRENDER OF PREMISES. Upon the expiration of this Lease for any reason, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Tenant, shall become and remain a part of and be surrendered with the Premises, except that Landlord may elect to require Tenant, at Tenant's expense, to remove any or all of such fixtures, equipment, improvements and appurtenances, and Tenant shall restore the Premises to as good condition as existed on the Commencement Date subject to the conditions and terms previously set forth in Section 14. Any furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises, shall be and shall remain the property of Tenant and may be removed by it any time during the term of this Lease; provided that if any of Tenant's property is removed, Tenant shall repair or pay the cost of repairing any damage to the Premises resulting from such removal.

Within Five (5) business days of Tenant's surrendering the Premises, Landlord can elect to retain or dispose of in any manner any alterations or Tenant's fixtures that Tenant does not move from the Premises on expiration or termination of the term as allowed or required by this Lease by giving at least Thirty (30) days' notice to Tenant. Title to any such alterations or Tenant's fixtures that Landlord elects to retain or dispose of on expiration of the Thirty (30) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's fixtures. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposing of any of Tenant's personal property, and for Landlord's costs for repairing any damage to the Premises occasioned by such removals.

If Tenant fails to surrender the Premises to Landlord upon the expiration or termination of the term as required by this Section, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant.

32. HOLDING OVER. If at the expiration of the Term or any renewal thereof Tenant continues to occupy the Premises, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a tenant from month to month upon all of the terms, provisions, covenants, and agreements hereof, except that the Annual Fixed Rent shall increase to an amount equal to One Hundred Twenty-Five Percent (125%) of the Annual Fixed Rent being paid immediately prior to such expiration.

33. TIME IS OF THE ESSENCE. Time is of the essence of each provision of this Lease.

34. REAL ESTATE BROKERS. Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this Lease other than James L. Helsel of Helsel, Inc. Realtors. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt except James L. Helsel of Helsel, Inc. Realtors.

35. GOVERNING LAW. The construction of this Lease Agreement and the rights and remedies of the parties hereto, shall be governed by the law of the Commonwealth of Pennsylvania.

36. **AMENDMENTS, ADDITIONS AND CHANGES.** No modification, amendment, change or addition to this Lease Agreement shall be binding on the parties unless reduced to writing and signed by their authorized representatives.

37. **ENTIRE AGREEMENT.** This Lease Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them respecting the within subject. There are no representations, agreements, arrangements, or understandings oral or written, between and among the parties hereto relating to the subject matter of this Lease Agreement which are not fully expressed herein.

38. **SEVERABILITY.** If any term or provision or portion thereof of this Lease, or application thereof to any person or circumstance be held invalid, the remainder of said term or Provision and/or of this Lease shall not be affected thereby. To this end, the parties hereto agree that the terms and provisions of this Lease are severable.

39. **CONSTRUCTION.** Wherever the context so requires, the feminine gender shall be substituted for the masculine, the masculine for the feminine or the neuter for either; the singular shall be substituted for the plural and vice versa. Section headings are for convenience only and do not constitute a part of this Lease. The terms "Landlord" and "Tenant" shall mean and include where required by the context, all agents, employees, contractor, successors and assigns of Landlord and Tenant, except where expressly otherwise provided.

40. **LEGALLY BINDING.** Except as herein otherwise specified, this Lease Agreement shall legally benefit and bind the parties hereto and their respective successors and assigns.

41. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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UNITED WAY OF PENNSYLVANIA LEASE AGREEMENT SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF, the parties hereto with intent to be legally bound hereby have hereunto set their hands and seals the day and year first above written.

ATTEST:

LANDLORD:
Linlo Properties IV, LP

(Print Name)

(Signature)

**By: Linlo Management D, LLC, its General Partner, by
Lowell R. Gates, Partner**

ATTEST:

TENANT:
United Way of Pennsylvania

(Print Name)

(Signature)

(Signature)

By: _____

Title: _____



EXHIBIT A

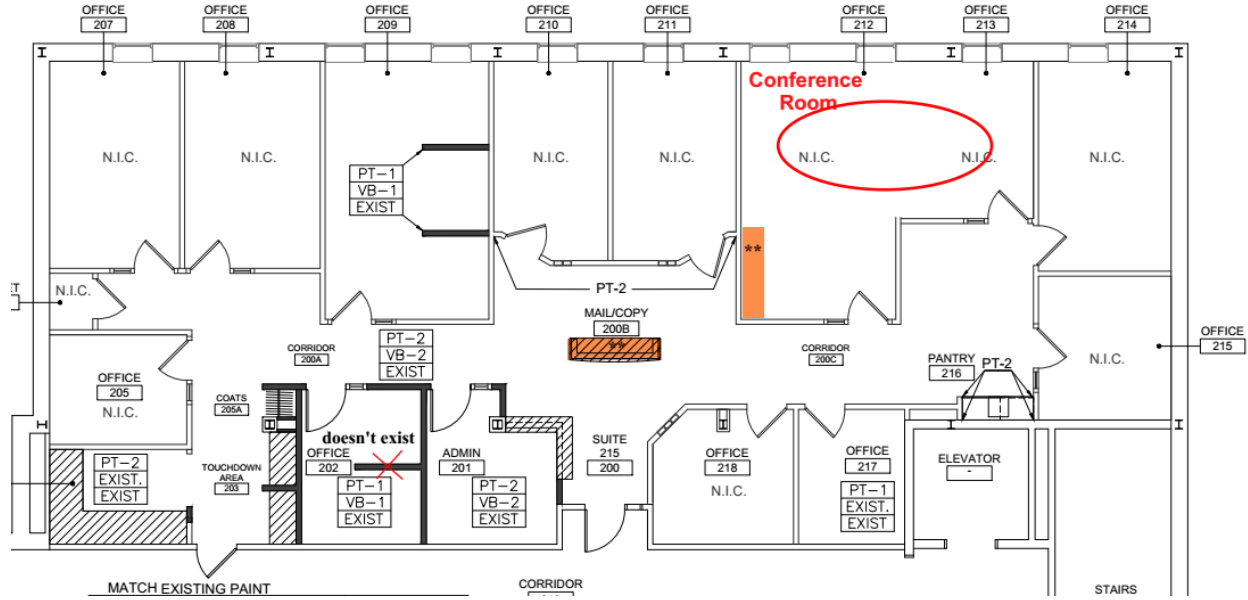


EXHIBIT B**RULES AND REGULATIONS OF THE PREMISES, BUILDING, AND SUITE**

1. The sidewalks, walkways, building entrances, ramps, elevators, halls, passages, and stairways shall not be obstructed by any of the Tenants, or used by them for any other purpose than for ingress and egress from and to their respective offices. The halls, passages, entrances, stairways, balconies, elevators, and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord, or its employees, shall be prejudicial to the safety, character, reputation, and interest of the Building and its Tenants.
2. The windows, doors, and transoms that reflect or admit light in passageways, or into any place in the Building shall not be covered or obstructed by any of the Tenants. The toilet rooms, water closets, 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 or other injurious substances shall be thrown therein. Any damage resulting from such misuse or abuse shall be borne and immediately paid by the Tenant by whom or by whose employees it shall have been caused.
3. Smoking is prohibited inside the Building and on the surrounding property.
4. Nothing shall be placed by the Tenants, or their employees, on the outside of the Building or the outside of the windows, window sills or projections. No awnings, draperies, shutters, or other interior or exterior window coverings that are visible from the exterior of the building or from the exterior of the Premises within the Building may be installed by the Tenant.
5. No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the outside or inside of the Building unless first approved and designated by Landlord and endorsed hereon. Interior signs on glass doors will be installed by the Tenants and, the cost of the installation will be paid by the Tenant. The design and form of letters must be approved by Landlord; however, Landlord approves Tenant installing a sign and/or logo on its Suite entry door consistent with Tenant's Company Logo.
6. No additional locks shall be placed upon any doors of the Building and Tenant shall not permit any duplicate keys to be made, but if more than two keys for any door or lock shall be desired, the additional number must be paid for by Tenant; each Tenant must, upon the termination of this Lease, leave the windows and doors in Tenant's Premises in the condition as of the day of the Lease and must then surrender all keys of the offices. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use. If the Building's exterior entrances are controlled by a security system, Tenants will be issued security devices to access the building. Tenants are required to safeguard these devices against theft and/or loss and are required to report any devices that become stolen or lost.
7. No Tenant shall do or permit anything to be done in the Premises or bring in or keep anything therein which will in any way increase the rate of fire insurance on the Building or on the Property kept therein, or obstruct or interfere with the rights of other Tenants, or in any other way injure or annoy them, or conflict with the law relating to fires, or with the regulations of the Fire Department, or with any insurance policy upon the Building or any part thereof, or conflict with any of the rules and ordinances of the Pennsylvania Department of Health and any other constituted authorities.
8. In order that each Tenant's leased Premises may be kept in good state of preservation and cleanliness, each Tenant shall, during the continuance of its lease, permit the Landlord's employees to inspect the Premises. Unless Landlord and Tenant shall otherwise agree in writing, Tenant shall supply janitorial services for the Premises. Only workmen employed, designated, or approved by Landlord may be employed for repairs, installations, alterations, painting, material moving, and other similar work that may be performed in or on the Premises.
9. Landlord shall not be responsible to any Tenant for any damage done to the furniture or



other effects of any Tenant or others by any of Landlord's employees, or any other person, or for any loss of property of any kind whatever from the Premises, unless due to fault of Landlord or Landlord's employees, however occurring. Tenants will confirm each day that windows are closed and the doors securely locked before leaving the Building.

10. Landlord or its agents shall have the right to enter any Premises at any reasonable time during business hours after reasonable notice, to examine the same, or to run telephone or other electric wires, or to make such repairs, additions, and alterations as it shall deem necessary for the safety, improvements, preservation, and restoration of the Building, or for the safety or convenience of the occupants thereof, and also to exhibit the Premises to be let and put upon them the usual notice "For Rent", which said notice shall not be removed or obliterated by any Tenant during the six months previous to the expiration of the Lease of the Premises.

11. Tenants, their employees, or others shall not make or commit any improper noises or disturbances of any kind in the Building, or mark or defile the water closets, or toilet rooms, or the walls, windows, doors, or any other part of the Building, nor interfere in any way with other Tenants or those having business with them. Tenants shall be liable for any damage to the Building done by their employees.

12. No carpet, rug, or other article shall be hung or shaken out of any window, and nothing shall be thrown or allowed to drop by the Tenants, their clerks, or employees out of the windows or doors, or down the passages of the Building, and no Tenant shall sweep or throw, or permit to be swept or thrown from the Premises, any dirt or other substances into any of the corridors or halls, or stairways of the Building, or upon any adjoining building or roof.

13. No birds, reptiles or insects, whether or not they are considered a pet, shall be kept in or about the Premises, the Building, surrounding property or permitted herein without the permission of the Landlord. No other animals, except service animals such as handicap assistance animals, shall be kept in or about the Premises, the Building, surrounding property or permitted herein without the permission of the Landlord.

14. If 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 directions no placing, boring, or cutting shall be permitted. Landlord shall in all cases retain 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, and to require the changing of wires and of their placing and arrangement as Landlord may deem necessary, 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 noncompliance with the requirements and rules Landlord shall have the right to immediately cut and prevent the use of such wires. Notice requiring such changing of wires and their replacing and re-arrangement 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 Tenant, 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.

15. No Tenant and tenant employees, no vendor, and no guests of Tenant shall go upon the roof of the Building without the written consent of Landlord or of the agent of Landlord.

16. No furniture, packages, or merchandise will be received in the Building, except between such hours as shall be designated by Landlord. Landlord in all cases shall prescribe the method and manner in which any merchandise, heavy equipment, heavy furniture, or safes shall be brought in or taken out of the Building, and also the hours at which such moving shall be done. Landlord shall in all cases retain the right to prescribe the weight and proper position of such heavy equipment, heavy furniture and safes and all damage done to the Building while said property shall be therein, shall be made good and

paid for the Tenant by, through, or under whom the said damage may have been done. Business machines and mechanical and electrical equipment belonging to Tenant that cause noise, vibration, electrical or magnetic interference, or any other nuisance that may be transmitted to the structure or other portions of the Building or to the Premises to such a degree as to be objectional to Landlord or that interfere with the use or enjoyment by other Tenants of their premises or the public portions of the Building shall be placed and maintained by Tenant, at Tenant's expense, in settings of cork, rubber, spring type, or other vibration eliminators sufficient to eliminate noise or vibration.

17. The walls shall not be painted, papered or otherwise covered or in any way marked or broken, nor shall any attachment be made to the electric lighting wires of the Building for storing of electricity, or for the running of electric fans or motors or other purposes, nor will machinery of any kind be allowed to be operated in the Premises, nor shall any Tenant use any other method of heating than that provided by Landlord, without the written consent of the Landlord. Landlord prohibits the use of space heaters of any type or size except when expressly permitted by Landlord. Tenants desiring to put in telephone or call boxes will notify Landlord, who will designate where the same shall be placed. No mechanics shall be allowed in or about the Building other than those contracted for or employed by Landlord without the written consent of Landlord first having been obtained.

18. Only persons authorized by Landlord will be permitted to furnish services and concessions to Tenant, and only at hours and under regulations fixed by Landlord. These services include but are not limited to newspapers, ice, drinking water, towels, barbering, shoe shining, janitorial services, and floor polishing. Tenants are requested to give immediate notice to Landlord of any canvassers, newsboys, peddlers, panhandlers, or beggars plying their trade in the Building with a view to the prevention of the same.

19. The Building's exterior doors will be locked on Saturdays, Sundays and the listed legal holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, & Christmas Day), and during non-business hours 7:00 P.M. and 6:00 A.M. Landlord may choose to keep the building's exterior doors locked during other hours as deemed appropriate. Tenants and their employees will be provided Building Keys and/or Building Security Devices, and may access the Building and their Suite at any time via these devices. Landlord shall in no case be liable in damages for the admission or exclusion of any person from the Building. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during continuance of the same by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

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

21. Tenant and its agents and employees shall not permit any vehicles to be parked on the Building's parking area during hours when the Building is closed without the written consent of Landlord first having been obtained. No vehicles, including but not limited to bicycles, motorcycles, mopeds, go-carts, automobiles, trucks, and/or tractors, shall be brought into the Building or kept on the Premises without the prior written consent of Landlord.

22. Tenants, their employees, and their guests are not permitted to bear arms in the Building or bring weapons of any kind including but not limited to brass-knuckles, knives, swords, firearms, rifles, shot-guns, stun-guns, tasers and/or Billy-clubs, into the Building without prior written consent of the Landlord. Tenants, their employees, and their guests possessing a valid license may keep their weapon(s) securely locked in their vehicle in the parking lot.

23. Tenant shall not allow the Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business and not as a service for others without Landlord's prior written consent.

24. Landlord reserves the right to exclude or expel from the Building any person who, in the judgement of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any



manner do any act in violation of any of the Rules and Regulations of the Building.

25. Tenant shall not do any cooking or conduct any restaurant, luncheonette, automat or cafeteria of the sale or service of food or beverages to its employees or to others. Tenant may, however, possess and use coffee machines and allow the use of a microwave oven for its employees.

26. Landlord reserves the right to rescind any of these rules and to make such other and further rules and regulations, as, in Landlord's judgment, may from time to time be needful for the safety, care, maintenance, operation, and cleanliness of the Building and surrounding property, and for the preservation of good order therein, which, when so made, and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease; such other and further rules are not, however, to be inconsistent with the proper and rightful enjoyment by the Tenant under the foregoing Lease of the Premises therein referred to. In any event, any change of these rules and regulations made by Landlord shall not be capricious or arbitrary.