

OFFICE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of _____, 20__, by and between the Landlord and Tenant hereinafter named. In exchange for good, valuable and sufficient consideration received from one another, Landlord and Tenant mutually covenant and agree as follows, intending to be legally bound:

1. Definitions and Basic Provisions.

- (a) "Landlord": Bourse Tower Associates, LP, a Pennsylvania Limited Partnership.
- (b) "Landlord Address": c/o The Kaiserman Company, 201 South 18th Street, Suite 300, Philadelphia, PA 19103, Attention: General Counsel.
- (c) "Tenant": _____.
- (d) "Tenant Address": _____.
- (e) "Building": The commercial office building commonly known as the Bourse Building, located at 111 South Independence Mall East, Philadelphia, Pennsylvania, 19106.
- (f) "Premises": Approximately _____ rentable square feet on the _____ floor in the Building. The Premises is outlined on the plan attached hereto as Exhibit "A".
- (g) "Term": The term of this Lease, being the period commencing on _____, 20__ and terminating on _____, 20__, unless extended or sooner terminated as provided in this Lease.
- (h) "Permitted Use": Use for general office purposes and for no other purpose whatsoever.
- (i) "Rent": \$_____ per month (prorated for any partial month based on the actual number of days in such month).
- (j) "Broker": If Tenant is represented by a licensed real estate broker, that broker is: _____.
- (k) "Manager": The property manager of the Building, presently _____, or such other party as Landlord may designate, from time to time, by written notice to Tenant.
- (l) "Security Deposit": The sum of \$_____.

2. Granting Clause; Term.

(a) Landlord leases the Premises to Tenant and Tenant rents the Premises from Landlord for the Term on the terms herein set forth. Tenant shall have the right, in common with others, to use the common areas of the Building. Either party may terminate this Lease as of the last day of the Term or any extension thereof by giving the other party written notice at least twenty-five (25) days prior to the expiration date. In the absence of such notice, the Term shall continue upon the same terms and conditions for a further period of one (1) month and so on from month to month unless or until notice of termination is given as above provided. The term "Term" shall include all extensions of the above-stated original Term.

(b) If Landlord gives written notice to Tenant at least twenty (20) days before the expiration of the then current Term, stating Landlord's intention to change any of the terms and conditions of the

Lease to new terms that are stated in such notice, and if Tenant does not deliver notice to Landlord within ten (10) days after receipt of Landlord's notice (time being of the essence) electing to terminate this Lease at the end of the then current Term, then the Term shall be extended on all of the terms of this Lease, as modified in Landlord's notice (which modified terms may include, without limitation, an extension of the Term for longer than one (1) month, or a rate of Rent greater than the rate of Rent set forth in this Lease, and any other terms that Landlord may specify) and such new terms shall be binding on Tenant.

(c) If either party gives the other written notice to terminate the Term under this Section 2 but Tenant fails to vacate the Premises at the expiration of the Term, then Tenant shall thereafter be considered to be occupying the Premises on a month-to-month basis at a monthly Rent equal to twice the Rent that was payable for the last month of the Term and Landlord may pursue all available rights and remedies to regain possession of the Premises.

3. Services by Landlord. Landlord agrees to furnish to Tenant during the Term the following services.

(a) Water and sewer service at the points of supply provided for the public use of tenants.

(b) Heat and air conditioning in season as currently provided for in the Premises, at such times, at such temperatures, and in such amounts as are considered by Landlord to be standard for the Building. Service for any nonstandard hours shall be requested by Tenant in writing with reasonable notice and shall be billed at Landlord's then standard rates.

(c) Passenger elevator service in common with other tenants for ingress to and egress from the Premises.

(d) Janitorial cleaning services five (5) nights per week, excluding Building holidays.

(e) Electricity to the Premises consistent in Landlord's reasonable judgment with the Permitted Use.

Failure to furnish or stoppage of any of the above services shall not render Landlord liable in any respect for damages to person, property or business. Any such failure or stoppage shall not be construed as constructive eviction of Tenant or relieve Tenant from the fulfillment of any term, covenant or agreement under this Lease.

4. Rent and Fees.

Tenant shall pay Rent to Landlord in advance on the first day of each month, without demand, deduction or set-off. Upon execution of this Lease, Tenant shall pay to Landlord Rent for the first partial month of the Term. Payments of Rent shall be sent to Landlord's address above set forth, or to such other address as Landlord may stipulate by written notice to Tenant.

If Rent or any other charges permitted under this lease is not paid by Tenant to Landlord when due, Tenant shall incur a late charge, of fifty dollars (\$50.00) plus five cents (\$.05) per dollar (\$1.00) due, to cover the extra expense involved in handling delinquent payments.

Should any payment sent by Tenant be unable to be collected by Landlord's bank, due to insufficient funds or any other reason, then Tenant shall be charged \$150.00 for processing such payment.

A 15% attorney collection fee will be added to Tenant's late fee, should Landlord's attorney participate in the matter.

Tenant agrees and acknowledges that all late fees, any attorney collection fees or processing fees are additional rent under the terms of this Lease and shall be paid by Tenant within ten (10) days after receipt of a bill from Landlord.

No acceptance by Landlord of a lesser sum than the Rent, late charges, additional rent and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment received from Tenant be deemed as accord and satisfaction, and Landlord may accept and deposit such check or payment without prejudice to Landlord's right to recover the balance of the sum due or to pursue any other remedy provided in this Lease or at law.

5. Use and Occupancy Tax and Miscellaneous Taxes. Tenant shall pay prior to delinquency all taxes charged, assessed or imposed upon the personal property of Tenant and all taxes on the sales of inventory, merchandise and any other goods by Tenant in or upon the Premises. In addition, Tenant will pay as additional rent all Philadelphia School District Business Use and Occupancy Tax applicable to Tenant and the Premises (if any) within the time set forth in any bill rendered by the City of Philadelphia or Landlord for said tax. (Please note: The Philadelphia School District imposes its Business Use and Occupancy Tax on all Tenants that lease commercial office space. Landlord is obligated to bill the Tenants of the Building for such tax and must collect the tax and remit it to the School District, but the School District will seek collection of the tax directly from any Tenant who fails to pay the tax on time. That is, the tax is not owed by Landlord, it is owed by each Tenant and Landlord is merely the tax collector for the School District.)

Tenant shall **not** be obligated to make contributions toward Building real estate taxes or operating expenses.

6. Security Deposit. When Tenant executes this Lease, Tenant shall pay to Landlord the Security Deposit, which Landlord shall hold as security for Tenant's performance of its obligations under this Lease. If Tenant defaults under this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent necessary to cure the default and to reimburse Landlord for the expenses incurred by Landlord on account of such default (including, without limitation, Landlord's reasonable attorneys' fees). It is understood that the Security Deposit is not to be considered as the last rental payment due under this Lease. If, at any time during the Term of this Lease, Landlord applies all or a portion of the Security Deposit to cure Tenant's default, Tenant shall pay to Landlord, within five (5) days after demand by Landlord, the amount necessary to restore the Security Deposit to its full amount. The Security Deposit may be intermingled with Landlord's other funds and shall not accrue interest. When the Term has ended, Landlord shall return to Tenant the remaining Security Deposit then being held by Landlord, provided that no default by Tenant then exists.

7. Assignment, Sublease or Other Transfer. Tenant shall not assign, transfer or encumber this Lease or any interest therein or grant any sublease, license, concession or other right of occupancy of the Premises or any portion thereof or otherwise permit the use of the Premises or any portion thereof by any party other than Tenant without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. This Lease shall bind and inure to the benefit of the Landlord and its successors and assigns, and with the prior written consent of Landlord, shall bind and inure to the benefit of the successors and assigns of Tenant.

8. Possession. If for any reason the Premises is not ready for occupancy by Tenant at the time of commencement of the Term, this Lease shall not be affected thereby and Tenant waives all claims for damages arising out of any such delay, but the Rent shall not commence to be payable until the date on which Landlord is able to tender possession of the Premises to Tenant. By moving into the Premises or taking possession thereof, Tenant is deemed to have accepted the Premises and agreed that the

Premises is in good order and satisfactory condition, "AS-IS", with no representation or warranty by Landlord as to the condition of the Premises or the Building or the suitability thereof for Tenant's use.

9. Release and Indemnity.

(a) Tenant releases Landlord and Landlord's employees, officers, partners, shareholders and members from any liability to Tenant or Tenant's agents, employees, guests, or invitees for any personal injury, loss of life, or loss of or damage to property or business, arising from any cause whatsoever, including without limitation the failure of utilities services, leaking pipes and malfunctions of Building systems, unless caused solely by the gross negligence or willful misconduct of Landlord or its employees, agents or contractors.

(b) Except to the extent that any of the following are caused solely by the gross negligence or willful misconduct of Landlord or its employees agents or contractors, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's employees, officers, partners, shareholders and members from and against any and all third-party claims, actions, damages, liability and expense (including without limitation court costs and reasonable attorney's fees) arising from (i) any activity, work or thing done, permitted or suffered to occur by Tenant or any of Tenant's agents, contractors, employees or business invitees in or about the Premises or the Building contrary to the terms of this Lease, (iv) any breach or default by Tenant of Tenant's obligations under this Lease, and (iii) any negligence or willful misconduct of Tenant or any of Tenant's agents, contractors, employees or business invitees.

10. Legal Use. Tenant will not occupy or use, nor permit any portion of the Premises to be occupied or used, for any purpose other than the Permitted Use specified in Section 1 of this Lease, nor for any business or purpose which is unlawful in part or in whole or deemed to be disreputable or hazardous in any manner. Tenant will conduct its business and control its agents, employees, and invitees in such a manner so as not to create any nuisance, interfere with, annoy, or disturb other tenants or Landlord in the management of the Building. Tenant will maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, and other entities asserting jurisdiction over the Premises) with reference to the use of and the occupancy of the Premises.

11. Insurance. Prior to taking possession of the Premises, Tenant shall submit to Landlord a certificate of insurance evidencing that Tenant has in force the policies of insurance required under this Section 11. During the Term, at least thirty (30) days before any of the following required policies of insurance expire, Tenant shall submit to Landlord a certificate of insurance evidencing that Tenant has renewed such policies.

11.1 Insurance Coverage. Tenant, at its expense, shall maintain during the Term a policy of commercial general liability insurance having limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for personal injury, bodily injury, death, disease and damage or injury to or destruction of property (including the loss of use thereof) occurring upon, in, or about the Premises, issued on an occurrence basis, naming Landlord and any property manager of the Building and mortgagees designated by Landlord as additional insureds, and containing endorsements for broad form contractual liability, bodily injury, property damage, fire and legal liability coverage. Tenant shall also maintain such other insurance in form and amount as Landlord may reasonably require.

11.2 Improvements Coverage. If Tenant wishes to improve the Premises beyond simply furnishing it, Tenant agrees to carry all risk property insurance on a repair and replacement basis and in form and amount satisfactory to Landlord on all improvements to the Premises, including all improvements then under construction (including without limitation Builder's Risk coverage during construction of any permitted alterations). Tenant agrees that both Landlord and Landlord's secured lenders shall be named as additional insureds under all such policies.

11.3 Worker's Compensation and Employer's Liability Insurance. Tenant shall carry worker's compensation insurance containing statutory limits covering Tenant's employees and business operations in the Premises and containing a waiver of subrogation against Landlord, and employer's liability coverage of not less than one million dollars (\$1,000,000).

11.4 Insurance Violations. Tenant will not do, fail to do, suffer to be done, or keep or suffer to be kept anything in, upon or about the Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including, but not limited to, public liability) or which would adversely affect Landlord's fire or liability insurance premium rating or which would increase premiums being paid by Landlord for any such coverage, or which would prevent Landlord from procuring such policies from companies acceptable to Landlord

11.5 Flammable Material. No unusually flammable or combustible material shall be kept by Tenant in or upon the Premises and no explosive material, high pressure steam generating equipment or similarly hazardous material or equipment shall be kept at the Premises.

12. Waiver of Subrogation; Casualty or Condemnation.

(a) Landlord and Tenant each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property of a type covered or coverable by any insurance policies required to be maintained under the terms of this Lease or by any insurance policies actually carried (regardless whether they are required to be maintained under the terms of this Lease), including (but not limited to) loss of income and/or losses under worker's compensation laws and benefits even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or any person for whom such party may be responsible. Notwithstanding other provisions of this Lease which appear to create a "negligence" standard, with respect to each party's property in the event of loss, casualty or damage thereto, Landlord and Tenant agree to pursue any recovery for any such loss directly from their respective property insurance carrier(s) rather than directly against the other party; that is to say each party will resolve such claim or loss on a first party basis and neither Landlord's nor Tenant's carrier(s) will be afforded any right of subrogation. For purposes of this Lease, each party agrees to and will be deemed to have insured its property for the full insurable replacement value thereof, without regard to any deductible, co-insurance provision, self-insurance or self-insurance retention. Any property located within or upon the Premises which is owned by Tenant or any other party that Tenant permits to occupy the Premises shall for the purposes of this Lease be deemed to be owned by Tenant. Both parties agree to request their respective insurers to issue policies containing such provisions.

(b) If the Building shall be so damaged by fire or other casualty that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building shall be required, or if the Premises has been damaged, or if a material portion of the Building or the Premises shall be taken by condemnation, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty or condemnation. Such termination shall be effective (i) as of the date of fire or casualty or the effective date of the condemnation with respect to any portion of the Premises that was rendered untenable, and (ii) as of the effective date of termination specified in Landlord's notice with respect to any portion of the Premises that remain tenable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Premises and the Building, and Rent shall abate from the date of the casualty or condemnation.

13. Condition; Alterations; Additions; Improvements. Tenant accepts the Premises in its "AS-IS" condition existing on the date of full execution of this Lease, without warranty of any kind. Tenant shall not make alterations in or additions or improvements to the Premises without Landlord's prior written consent. Without limiting the generality of the foregoing, Landlord may condition its consent upon receipt

of a detailed description, together with plans and specifications acceptable to Landlord, respecting each alteration or addition Tenant desires to make. All data and telephone wiring and equipment shall be supplied by Tenant. Tenant shall cause all alterations and improvements to the Premises to be made by contractors approved in advance by Landlord.

14. Landlord Rights. This Lease does not grant any rights to light or air over or about the Building. Landlord shall have the right at any time to alter, repair, or improve any portion of the Premises and the Building. Tenant will permit Landlord, its respective officers, agents and representatives to enter into and upon all parts of the Premises, at all reasonable hours, to inspect, clean, repair, make alterations and additions as Landlord may deem necessary, and for any other valid business reason, including (without limitation) to show the Premises to prospective tenants. Landlord and its representative for any such purpose may enter on and about the Premises or the Building and building materials, and erect scaffolding and all other necessary structures. Tenant waives any claim for any damage or inconveniences which may thereby arise.

15. Liens. Tenant shall keep the Premises, the Building and the real estate of which the Building forms a part free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by Tenant. In the event any such lien is imposed against the Premises or Building and if Tenant does not cause the lien to be released within thirty (30) days following the imposition of any such lien, Landlord may cause the same to be released by such means as it shall deem proper. No work which Landlord permits Tenant to perform shall be deemed to be for the immediate use and benefit of Landlord, and no mechanic's or other lien shall be allowed against the estate of Landlord by reason of its consent to such work.

16. Compliance with Laws; Repairs and Re-entry; Surrender.

(a) Tenant will, at Tenant's expense, keep the Premises in good condition and repair and in compliance with all applicable laws, orders and regulations of the federal, state and municipal governments or any of their departments and with any and all environmental requirements resulting from the Tenant's use of the Premises. If any governmental permits are required for Tenant's lawful occupancy of the Premises, Tenant shall obtain same at Tenant's expense prior to taking occupancy of the Premises. Tenant shall repair or replace any damage or injury done to the Building or any part thereof by Tenant or Tenant's employees, agents, contractors or invitees. Landlord may, at its option, make such repairs or replacements or undertake work necessary to cause compliance with applicable laws, and Tenant shall repay all costs thereof, plus a ten percent (10%) administrative fee, to Landlord on demand.

(b) Tenant will not manufacture, store, treat, dispose of, discharge, use, produce or transport Hazardous Waste (as hereinafter defined) at, from or within the Premises. "Hazardous Waste" is defined as any hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical wastes or substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order concerning environmental matters, and all hydrocarbons and petroleum products.

(c) Tenant shall at termination of this Lease, by lapse of time or otherwise, deliver up the Premises to Landlord in as good condition as it was as of the date of possession (ordinary wear and tear and damage from casualty or condemnation excepted). At Landlord's election, any and all alterations made by Tenant during the Term (including, without limitation, all wiring, conduit and cable installed by or for Tenant) may be required to be removed by Tenant at the expiration or earlier termination of the Term. All alterations and additions made by Tenant which Landlord does not elect to require Tenant to remove shall automatically and without payment become the property of Landlord at the expiration or earlier termination of the Term.

17. Signs. Tenant will not place, suffer to be placed, or maintain on any exterior door, wall, or window of the Premises or the Building any sign, awning, canopy, advertising matter, or any other thing of

any kind without first obtaining Landlord's written approval. If such approval is granted by Landlord, Tenant shall maintain such item(s) in good condition at all times. Building-standard identification of Tenant's suite number shall be provided outside of Tenant's Premises by Landlord. Landlord will provide building-standard Tenant name plaque below Tenant's suite number, at Tenant's expense (\$60.00). If requested, Landlord will also provide building standard signage for directories in the Building lobbies and at Tenant floor elevator lobbies at Tenant's expense (each individual sign \$30.00).

18. Limitation of Landlord's Liability. The liability of Landlord to Tenant under this Lease shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment or award against Landlord, it being intended that neither Landlord nor any member, principal, partner, shareholder, officer, director or beneficiary of Landlord, nor any mortgagee in possession, shall be personally liable to Tenant for any judgment or deficiency. The foregoing limitation of liability shall be noted in any judgment secured against Landlord and in the judgment index.

19. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when personally delivered, or sent by a national overnight courier service to the respective party to whom notice is intended to be given at the appropriate address provided in Section 1. Notice sent by overnight courier service shall be deemed given, delivered and effective upon the day after such notice is delivered to or picked up by the overnight courier service. Notice sent by personal delivery shall be deemed given, delivered and effective upon the date actually delivered or refused. Notices may be sent on behalf of a party by such party's attorney.

20. Brokers. Tenant represents and warrants to Landlord that neither it, its officers, agents, nor anyone on its behalf has dealt with any real estate broker other than Broker in the negotiation or making of this Lease. Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any other broker or brokers (including, without limitation, Tenant) other than Broker claiming to have interested Tenant in the Building or Premises or claiming to have caused Tenant to enter into this Lease. No commission shall be payable by Landlord with respect to this Lease, except to Broker.

21. Rules of the Building. Tenant, Tenant's agents, employees, and invitees will comply fully with the rules and regulations of the Building attached hereto as EXHIBIT B. Landlord shall at all times have the right to change such rules and regulations in such reasonable manner as Landlord may deem advisable for the safety, care, cleanliness of the Building, its tenanted areas, and preservation of good order therein. All such changes will be forwarded to Tenant in writing and shall be carried out and observed by Tenant.

22. Abandonment. If the Premises are permanently abandoned or vacated by Tenant, Landlord shall have all rights permitted by statute, including the right, but not the obligation, to: (a) provide for the storage of any personal property remaining in the Premises at Tenant's expense without liability of any kind or nature for the cost of storage or the return of the personal property to Tenant, and/or (b) take title to the abandoned personal property, which title shall pass to Landlord under this Lease as a Bill of Sale, without additional payments or credit from Landlord or Tenant.

23. Holding Over. Tenant must vacate the Premises on or before the last day of the Term of this Lease, or on or before the date of any premature termination of the Term, as the case may be. If Tenant continues to occupy all or any portion of the Premises after the expiration or earlier termination of the Term of this Lease, Tenant shall be a tenant at sufferance from day to day at a minimum monthly Rent equal to twice the monthly Rent as above provided in Section 1 hereof (all items of additional rent under this Lease shall continue to be payable as well). The provisions of this Section 23 shall not be deemed to limit or constitute a waiver by Landlord of any other rights or remedies of Landlord on account of Tenant's failure to vacate, as may be provided herein or at law or in equity.

24. Defaults. Tenant hereby waives all errors and defects of a procedural nature in any proceedings

brought against it by Landlord under this Lease. Tenant further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, as amended, and agrees that fifteen (15) days' notice shall be sufficient in any case where a longer period may be statutorily specified.

A "default" under this Lease shall exist if: (a) Tenant fails to pay in full, within five (5) days after due, any Rent, additional rent, or other amounts provided for in this Lease; or Tenant fails to timely comply with any term, provision, conditions, or covenant of this Lease or any of the rules and regulations now or hereafter established for the Building by Landlord and such failure continues for a period of five (5) days after notice from Landlord; or (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or of any state thereof, and which in the case of any involuntary filing is not stayed, dismissed or discharged within sixty (60) days of filing; or (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; or (e) a receiver is appointed for Tenant or any of the assets of Tenant; or (f) Tenant abandons the Premises.

25. Remedies.

Upon the occurrence of a default, Landlord shall have the option to do any one or more of the following without notice, in addition to and not in limitation of any other remedy permitted by law or by this Lease:

Landlord may, either by force or otherwise, without being liable for prosecution or damages therefor, reenter and take possession of the Premises, relet the Premises and receive the rents and apply said rents, first, to the payment of such expenses, reasonable attorney's fees and costs as the Landlord may have incurred in reentering and repossessing same, in the making of such repairs and alterations as may be necessary; and, second, to the payment of the Rent and other sums due under this Lease. Tenant shall remain liable for all Rent and other sums as may be in arrears and also the Rent and other sums as may accrue subsequent to the reentry by Landlord to the extent of the difference between rents provided for pursuant to this Lease and the rents, if any, received by Landlord during the remainder of the expired term of this Lease after deducting the foregoing expenses, fees and costs, and in addition Tenant shall pay to Landlord on demand an administration fee equal to ten percent (10%) of the aggregate of all of the foregoing costs and fees. Landlord may, by notice to Tenant, elect to terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may, without notice or prejudice to any other remedy Landlord may have for possession and/or for arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and its effects, without being liable for prosecution or any claim for damages.

Failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take action as might be lawful or authorized hereunder, either in law or in equity. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ALLEGED DEFAULT OF EITHER PARTY UNDER THIS LEASE.

26. Subordination; Estoppel Certificate. Tenant agrees that this Lease and Tenant's interest in this Lease shall be secondary to any mortgage, deed of trust or other method of financing or refinancing now existing or hereafter placed on the Premises, the land underlying the Premises and/or the Building of which the Premises is a part and the Property. Tenant further agrees that it will execute and deliver any and all documents necessary to show that Tenant's rights under this Lease are secondary. Tenant agrees that it will from time to time upon request by Landlord and, within ten (10) days of the date of such request, execute and deliver to such persons as Landlord shall request a certificate provided by Landlord 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 so modified), stating the dates to which any rent and other

charges payable under this Lease have been paid, and further stating such other factual matters as Landlord shall reasonably require.

27. Quiet Enjoyment. So long as Tenant performs all of its obligations hereunder, Tenant shall, during the Term, peaceably and quietly have, hold and enjoy the Premises without disturbance by Landlord or any party claiming by, through or under Landlord, subject to the terms, covenants, conditions and agreements herein contained and of record.

28. Landlord's Rights of Relocation. Tenant agrees that, upon at least forty-five (45) days' prior notice to Tenant, Landlord may require Tenant to relocate, on the date of relocation stated in Landlord's notice, out of the Premises to other office space in the Building designated by Landlord that is substantially the same size as the Premises. Landlord shall reimburse Tenant for the reasonable fee of a moving contractor hired by Tenant to undertake such relocation, within thirty (30) days after receipt of Tenant's written request, which shall be accompanied by a copy of the moving contractor's invoice. If Landlord gives Tenant notice requiring Tenant to relocate, Tenant shall vacate the Premises on the date specified by Landlord for relocation, on or before which date Tenant shall take possession of the new space designated by Landlord. Upon Landlord's request prior to the relocation the parties shall execute an amendment to this Lease prepared by Landlord substituting such new space for the Premises and adjusting the Rent to reflect the area of the new space.

29. Miscellaneous.

(a) If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(b) This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

(c) If there is more than one Tenant, or if the Tenant is comprised of more than one person or entity, the obligations hereunder imposed upon Tenant shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.

(d) Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease. This Lease shall create the relationship of Landlord as landlord and Tenant as tenant between the parties hereto and nothing herein is intended or shall be construed as creating a joint venture or partnership relationship between Landlord and Tenant.

(e) Notwithstanding anything to the contrary contained in this Lease, the expiration of the Term, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration of the Term, and such obligations shall survive any such expiration or other termination of the Term.

(f) The headings and titles to the paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof.

(g) Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option. This Lease shall not be effective until an original of this Lease executed by both Landlord and Tenant is delivered to and accepted by Landlord.

30. Entire Agreement. This Lease, including all exhibits referenced herein and intended to be attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the

Premises, including all proposals, letters of intent and similar documents. All representations, understandings and agreements made by or between the parties or their agents or employees before the execution of this Lease with respect to the Premises or the subject matter of this Lease are merged into this Lease, which alone fully and completely expresses the agreement of the parties with respect to the Premises. Landlord and Tenant agree that they are not relying upon any representation, understanding and agreement not expressly stated in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

TENANT:

By: _____

Name:

Title:

LANDLORD:

BOURSE TOWER ASSOCIATES, L.P.

By: _____

Name:

Title:

BOURSE OFFICE SPACE LEASE AGREEMENT

EXHIBIT "A"

OUTLINE AND LOCATION OF PREMISES