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## LEASE

THIS LEASE ("Lease") entered into effective as of the July 14 2023, between **648 BCK PARTNERS, LLC**, a New Jersey limited liability company with an address of PO Box 179, Medford, NJ 08055 as landlord ("Landlord") and **MFS SYSTEMS, LLC**, a New Jersey limited liability company whose address is 10 Franklin Lane, Sicklerville, NJ 08081, as tenant ("Tenant").

## WITNESSETH

In consideration of the mutual covenants herein set forth, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Summary of Defined Terms. The parties agree that the following defined terms and provisions, as used in this Lease, shall have the meanings and shall be construed as set forth below.

(a) "Building": The building located at 648 Berlin Cross Keys Road, Winslow Township, New Jersey, more particularly known and designated as Block 602, Lot 1.02 on the Winslow Township tax map in Camden County, New Jersey (the "Premises").

(b) "Premises": 648-A Berlin Cross Keys Road, consisting of the front section of the Building with approximately six hundred fifty (650) rentable square feet, which is comprised of four (4) offices and one (1) private bathroom of the "Building", collectively, the "Premises".

(c) "Term": A term of ONE (1) year and commencing on the Commencement Date (as defined below).

(d) "Fixed Rent": For the Term as defined in Section 3 hereinafter.

(e) "Commencement Date": JULY 14 2023

(f) "Permitted Use": The Premises shall be used for office use and for no other use unless the consent of the Landlord is given in writing, which consent may be withheld for any reason. Tenant represents that it shall not use any hazardous materials at the Premises.

(g) "Party(ies)": Landlord and/or Tenant.

2 Possession. The Landlord shall give possession of the Premises to the Tenant for the Term. The Tenant shall take possession of and use the Premises only for the purpose stated

above. The Tenant may not use the Premises for any other purpose without the written consent of the Landlord, which consent may be withheld for any reason.

Tenant, at Tenant's expense, shall comply with all requirements of all laws, orders, ordinances, and regulations of the Federal, State, County, and Municipal Authorities and with any direction, pursuant to law, of a public officer or officers ("governmental authority"), which shall impose any duty upon either Landlord or Tenant with respect to the use and occupancy of the Premises. In connection therewith Tenant acknowledges that its obligations under this Lease to comply with such authorities shall not be limited to those laws, ordinances, rules, regulations, and requirements which are in existence at the commencement of this Lease but shall also encompass such laws, orders, ordinances, rules and regulations, which are enacted or become enacted during the Term of this Lease. Further, the obligation of the Tenant shall not be limited to compliance with those requirements which arise out of Tenant's particular use of the Premises but shall relate to requirements arising out of occupancy of the Premises by any occupier which may be imposed by such governmental authority. Tenant shall be responsible for obtaining a certificate of occupancy or other approvals, if any, that may be required by Winslow Township to permit Tenant's use of the Premises.

The Tenant shall not use the Premises in any manner that results in cancellation of any fire or liability insurance policy on the Premises.

Landlord does hereby demise and let unto Tenant and Tenant does hereby hire and lease from Landlord the Premises for the Term, and upon the provisions, conditions and limitations set forth herein.

Landlord shall have the right to enter and examine the Premises and make measurements and necessary repairs therein; but nothing herein contained shall impose upon Landlord any obligations, responsibility or liability whatsoever for the care, supervision or repair of the Premises, the Building or the appurtenances thereof, except as herein expressly set forth. Landlord shall further have the right to place a "For Sale" or "For Lease" sign on or at the Premises during the six (6) months prior to the expiration of the Term, and to bring persons to enter and examine the Premises by appointment.

3. Term. The Term of this Lease shall commence on the Commencement Date and shall continue for ~~ONE~~ (1) year.

4. Fixed Rent. For each Lease Year during the Term, the Tenant shall pay Fixed Rent as follows:

(a) The annual base rent payable under this Lease (the "Base Rent") for the Premises during the Term shall be Twelve Thousand Dollars (\$12,000.00) at One Thousand Dollars (\$1,000.00) per month.

(b) Base Rent shall be payable in equal monthly installments of One

Thousand Dollars (\$1,000.00) each, on the first day of each month, without further notice, by Tenant to Landlord at the address set forth above or at such other address as Landlord shall designate in writing. If Base Rent is more than ten (10) days overdue, Tenant shall pay to Landlord a late charge of five percent (5%) of such installment. Such late charge shall constitute Additional Rent (hereinafter defined) hereunder due and payable with the next monthly installment of rent due.

(c) As used in this Lease, the term "rent" shall mean and include Base Rent and all other sums payable under this Lease (the "Additional Rent").

(d) Except as herein expressly provided to the contrary, all rent and other sums payable hereunder by Tenant shall be paid without notice or demand, and without set-off.

5. Real Estate Taxes. For Purposes hereof, "Taxes" shall mean all real estate taxes and assessments and special assessments, which may be assessed, levied or imposed upon the Land, the Building, the Premises or any portion thereof or any appurtenances thereto by any governmental bodies or authorities having jurisdiction. Taxes shall not include any income, franchise, gift, transfer, excise, capital stock, estate, profit, succession or inheritance taxes, and penalties or interest for late payment of Taxes by Landlord, or special assessments levied against property other than real estate. Landlord shall be responsible for the payment of Taxes during the Term.

6. Utilities and Services.

(a) Tenant shall include, as Additional Rent, each month, the amount of Two Hundred Dollars (\$200.00) for a prorated share of common utilities that include electricity, gas, water, and sewer. Landlord shall pay prior to delinquency all charges for such utilities supplied to the Premises during the Term of this Lease.

(b) Tenant shall be responsible for the any and all costs and expenses related to service for Phone, Cable TV, Alarm, and Internet Service. Tenant shall pay for the associated costs and expenses directly to the applicable utility and service provider companies, and shall arrange to have all bills and invoices for such utilities or services forwarded directly to Tenant. Tenant shall pay prior to delinquency all charges for such utilities or services supplied to the Premises during the Term of this Lease.

(c) Tenant shall make its own arrangement with an appropriate service provider for garbage and trash removal and disposal from the Premises, and shall arrange to have all bills and invoices for such services forwarded directly to Tenant. Tenant shall pay prior to delinquency all charges for such services supplied to the Premises during the Term of this Lease. Landlord shall not be responsible for any garbage and trash removal and disposal from the premises.

(d) Landlord shall not be responsible for any disruption in any utility or service on the Premises.

7. Insurance Premiums.

(a) Tenant's Insurance. Tenant shall pay for and provide the following insurance prior to the Commencement Date and during the Term:

(i) Tenant shall insure, with evidence of same being furnished to Landlord prior to commencement of the Lease, and obtain and keep in effect throughout the Term, an insurance policy or policies, issued by any insurance carriers reasonably satisfactory to Landlord, providing general public liability insurance against claims for personal injury (including death) and property damage in amounts of not less than One Million (\$1,000,000.00) Dollars combined single limit for bodily injury (including death) or property damage or a combination thereof;

(ii) Such Workman's compensation coverage as may be required by New Jersey law for the employees of Tenant.

(iii) Hazard and all risks insurance covering Tenant's personal property, equipment, machinery, inventory and fixtures.

(iv) Coverage for any hazardous materials spill or other environmental damage resulting from Tenant's use of the Premises.

All of said insurance shall be in form and with deductibles satisfactory to the Landlord and shall provide that it shall not be subject to cancellation, termination or change except after at least thirty (30) days' prior written notice to the Landlord. Additionally, all such insurance shall name Landlord and Tenant as insureds and, if requested by Landlord, shall also name as an additional insured any mortgagees or holders of any mortgage which may be or become a lien upon any part of Premises.

Prior to the Commencement Date, Tenant shall provide Landlord with certificates or copies of the policy or policies of insurance above referred to, with evidence that the premium(s) have been paid in full for the policy periods(s). Tenant shall not be given possession of the Premises until Landlord is satisfied that Tenant has the proper insurance in place. Tenant also shall furnish to Landlord throughout the Term, replacement certificates or copies of renewal policies, together with evidence of like premium payment at least thirty (30) days prior to the expiration date(s) of the then current policy or policies.

8. Tenant Improvements. Tenant shall not make any improvements to the Premises without the written consent of the Landlord, which consent will not be unreasonably withheld. If the Landlord consents to improvements, the Tenant shall use only qualified contractors to make such improvements after the Landlord has approved Tenant's plans in writing. After obtaining Landlord's approval of plans, Tenant must submit all plans to Winslow Township for approval

by the appropriate building official. Tenant agrees that no work shall be commenced until an appropriate building permit has been obtained by the Tenant or its contractors on its behalf. If Tenant commences any improvements prior to obtaining the approval of the Landlord or Township official as aforesaid, such action shall be deemed a default by Tenant under the terms of this Lease. At the end of the Lease, or upon the Tenant's default, the improvements shall belong to the Landlord. Provided, however, that in the event the Lease should terminate as a result of the expiration of the Lease with no default occurring on the part of the Tenant, Tenant shall be entitled to remove any trade fixtures installed by Tenant, provided Tenant restores the Premises to its condition prior to the removal of the trade fixtures.

9. Landlord's Obligation. Landlord shall pay all real estate taxes attributable to the Premises. During the Term, Landlord shall, at its sole cost and expense, maintain, repair and replace the roof, foundation, and the exterior walls and structural portions of the Building (collectively, the "Base Building"), to the extent the need for repair and/or replacement is not caused by the negligence or misconduct of Tenant, and/or Tenant's agents, servants, employees, representatives, licensees and/or invitees, all in accordance with prudent business practice and commercially reasonable standards appropriate for similar Buildings in the state and county where Building is located. Landlord shall also be responsible for lawn care, driveway maintenance, snow and ice removal, sanding and/or salting and cleaning of roads, sidewalks and entrances serving the Premises.

10. Building Services and Maintenance. During the Term, Tenant, at Tenant's expense shall maintain in good working order and condition all building systems and non-structural components of the Premises, including, but not limited to, plumbing, HVAC, electrical and mechanical systems, and its own furniture, fixtures, and equipment. In furtherance of the forgoing, Tenant shall be responsible for all floor coverings and trash removal within the Premises. Tenant will be responsible for any necessary replacements to those portions of the electrical system and electrical fixtures, plumbing fixtures and those related items not incorporated into the Building structure in the event they are damaged by Tenant. Landlord will be responsible for any necessary replacement to the portions of those systems incorporated into the Building structure, including, but not limited to the mechanical and plumbing system. In addition, Tenant shall be responsible for the following obligations:

- (a) Promptly comply with all laws, orders, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, or similar groups.
- (b) Maintain the Premises in a neat, clean, safe, and sanitary condition, free of all garbage. In addition, Tenant shall be responsible for keeping the sidewalks free and clear of all debris.
- (c) Use all electric, plumbing and other facilities in the Premises safely.
- (d) Use no more electricity than the wiring or feeders to the Premises can safely carry.

(e) Do nothing to destroy, deface, damage, or remove any part of the Premises.

(f) Keep nothing in the Premises which is flammable, dangerous or explosive or which might increase the danger of fire or other casualty.

(g) Promptly notify the Landlord when there are conditions which need repair.

(h) Maintain the alarm system for the Premises and pay for all monitoring costs.

(i) Immediately notify the Landlord of any problems that may arise relating to the roof, structure or operating systems at the Premises.

(j) Do nothing that will interfere with any other tenant's peaceful enjoyment of the portion of the Building leased by another tenant.

11. Fire Damage.

(a) Except as provided below, in case of damage to the Premises by fire or other insured casualty, Landlord shall repair the damage. Such repair work shall be commenced promptly following notice of the damage and completed with due diligence, taking into account the time required for Landlord to effect a settlement with and procure insurance proceeds from the insurer, except for delays due to governmental regulation, scarcity or its inability to obtain labor or materials, intervening Acts of God or other similar or dissimilar causes beyond Landlord's reasonable control. If the Landlord's repair work, exclusive of delays caused by the aforementioned situations, exceeds one hundred eighty (180) days, Landlord or Tenant shall have the right to terminate the Lease. Within thirty (30) days following Landlord's knowledge of damage hereunder, Landlord shall notify Tenant if the repair work is anticipated to exceed one hundred eighty (180) days.

(b) In the event the Premises is wholly or partially destroyed by fire or other insured casualty, and until repaired or restored, all rental charges for the Premises shall be abated, unless Tenant is able to continue to use any portion of the Premises, at which time Fixed Rent and Additional Rent shall be equitably reduced in proportion to the area of the Premises which may still be used by Tenant.

12. Landlord's Right of Entry. Landlord and persons authorized by Landlord with prior notice to Tenant, except in the case of emergency where prior notice cannot be given, may enter the Premises during operating hours for the purpose of inspection, repairs, appraisal, or other reasonable purpose - including enforcement of Landlord's rights under this Lease. Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry; provided, however, that in the case of repairs or work, such shall be done, so far as practicable, so as to not unreasonably interfere with Tenant's use of the Premises. Landlord also shall have



the right to enter the Premises at all reasonable times after giving prior notice to Tenant to exhibit the Premises to any prospective purchaser, tenant and/or mortgagee.

13. Mechanic's Lien. Tenant will not voluntarily suffer or permit any mechanic's, laborer's or materialman's lien to be filed against the Premises or any part thereof by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any mechanic's laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord, plus all of Landlord's costs and expenses associated therewith, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

14. Indemnification. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation of Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to the Landlord.

Tenant shall indemnify and save harmless the Landlord against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expense which may be imposed upon or incurred by, or asserted against Landlord by reason of: (a) loss of life, personal injury and/or damage to property occurring in or about, or arising out of the Premises, or occasioned wholly or in part by reason of any act or omission of Tenant, its agents, contractors, invitees or employees and (b) any failure on the part of Tenant to keep, observe and perform any of the terms, covenants, agreements, conditions, or limitations contained in this Lease on Tenant's part to be kept, observed and performed.

Notwithstanding anything contained herein to the contrary, Tenant shall not be liable for any claim or damage that may arise as a result of the actions of the Landlord, Landlord's employees and/or agents or of independent contractors hired by the Landlord.

In the event of any claim being made against the Landlord, Landlord shall notify Tenant of such claim in writing and Tenant shall have twenty (20) days from the receipt of such to assume the defense of such claim or to pay such claim. Failure on the part of Tenant to assume

the defense or pay such claim within the aforesaid twenty (20) days shall be deemed a default hereunder.

15. Condemnation.

(a) Condemnation of Premises. If the Premises or any part thereof is taken or condemned for a public or quasi-public use (a sale in lieu of condemnation to be deemed a taking or condemnation for purposes of this Lease), this Lease shall, at Landlord's option terminate as of the date title to the condemned real estate vests in the condemnor, and the Fixed Rent herein reserved shall be apportioned and paid in full by Tenant to Landlord to that date and all rent prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant and neither party shall thereafter have any liability hereunder. Tenant shall remain liable for Additional Rent, prorated to the date title to the condemned real estate vests in the condemnor.

(b) Partial Condemnation. If less than the entire Premises is taken and if Landlord has not elected to terminate this Lease pursuant to Section 15 (a), Landlord shall do such work as may be reasonably necessary to restore the portion of the Premises not taken to tenable condition for Tenant's uses, but shall not be required to expend more than the net award Landlord reasonably expects to be available for restoration of the Premises. If Landlord or Tenant determines that the damages available for restoration of the Premises will not be sufficient to pay the cost of restoration, or if the condemnation damage award is required to be applied on account of any mortgage which encumbers any part of the Premises, Landlord or Tenant may terminate this Lease by giving Tenant sixty (60) days' prior notice specifying the termination date.

(c) If this Lease is not terminated after any such taking or condemnation, the Fixed Rent shall be equitably reduced in proportion to the area of the Premises which has been taken for the balance of the Term.

(d) Award. If a part or all of the Premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to Landlord. Landlord agrees that nothing contained herein shall prevent Tenant, if permitted by law, at Tenant's cost and expense, from independently interposing in any condemnation proceedings a claim for damages or other compensation to which the Tenant is entitled by law so long as such claim does not involve the Landlord or affect the Landlord's right to or the amount of the Landlord's condemnation award.



16. Assignment and Subletting. Tenant shall not, without Landlord's prior written consent, assign this Lease or sublet all or any portion of the Premises. In the case of any permitted assignment, the assignee shall assume all the obligations of the Tenant thereafter accruing and Tenant shall deliver to Landlord an instrument executed by the assignee confirming such assumption. The consent by the Landlord to an assignment or subletting shall not be construed to relieve the Tenant from obtaining Landlord's consent to any further assignment or subletting, Tenant shall not be released from its obligations hereunder as a result of any assignment or subletting.

17. Curing Tenant's Defaults. If Tenant shall default in the performance of any of its obligations hereunder, other than for non-payment of Fixed Rent and/or Additional Rent, Landlord, without prejudice and in addition to any other rights it may have in law and equity, after giving Tenant written notice of such default and after failure by Tenant within fifteen (15) days of the receipt of such notice to correct or to undertake and diligently pursue correction of said default(s), may cure such default(s) on behalf of Tenant; and Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in that regard plus interest thereon from the date(s) of expenditure at the rate of 5% over the then prime rate announced or being charged by PNC Bank, Philadelphia, Pa., (unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply), which shall be deemed Additional Rent payable hereunder. If Landlord does not pursue a remedy in the event of a default by Tenant hereunder, such action shall not be deemed a waiver by Landlord of its right to pursue subsequent defaults.

18. Surrender. Tenant shall, at the expiration or sooner termination of the Term, promptly quit and surrender the Premises in good order and condition and conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear and damage by fire or other insured casualty.

Tenant shall have no right to holdover beyond the expiration of the Term, and in the event Tenant shall fail to deliver possession of the Premises as herein provided, such occupancy shall not be construed to effect or constitute other than a tenancy at sufferance. The acceptance of rent by Landlord or the failure or delay of Landlord in notifying or evicting Tenant following the expiration or sooner termination of the Term, or Option Term, as the case may be, shall not create any tenancy rights in Tenant and any such payment by Tenant may be applied by Landlord against its costs and expenses, including attorney's fees, incurred in regaining possession of the Premises and against losses or damages incurred by Landlord as a result of such holdover. If Tenant holds over, until Tenant vacates the Premises, Tenant shall pay Fixed Rent in the amount of Two Hundred Fifty (\$250.00) Dollars per day together with Additional Rent.

19. Default by Tenant. If (i) Tenant fails to pay any installment of Fixed Rent or any Additional Rent when due and such failure continues for a period of ten (10) days after such amount is due; or (ii) Tenant fails to observe or perform any of the other Tenant's agreements herein contained and such failure continues after written notice for more than fifteen (15) days and such additional time, if any, as is reasonably necessary to cure such failure; or (iii) Tenant makes any assignment for the benefit of creditors; or (iv) Tenant commits an act of bankruptcy

or files a petition or commences any proceeding under any bankruptcy or insolvency law and such petition or proceeding is not dismissed within sixty (60) days; or (v) Tenant is adjudicated a bankrupt; or (vi) Tenant by any act indicates its consent to, approval of or acquiescence in, or a court approves, a petition filed or proceeding commenced against Tenant under any bankruptcy or insolvency law; or (vii) a receiver or other official is appointed for Tenant or for a substantial part of Tenant's asset or for Tenant's interest in this Lease; or (viii) a substantial part of Tenant's assets or of Tenant's interest in this Lease is taken by legal process in any action against Tenant; or (ix) a controlling interest in Tenant is transferred for any reason; then, in any such event, an Event of Default shall be deemed to exist and Tenant shall be in default hereunder. If an Event of Default shall occur, the following provisions shall apply and Landlord shall have the rights and remedies set forth therein which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, Landlord shall be notified in writing by Tenant that the Event(s) of Default has been cured by Tenant in all respects.

(a) Termination of Lease. In the event of a default by Tenant and Tenant fails to cure within fifteen (15) days as aforesaid (except for non-payment of Fixed Rent or Additional Rent, which must be paid by the fifteenth (15<sup>th</sup>) day of the month as aforesaid), upon notice to Tenant, Landlord shall have the right to terminate the Lease as of a date specified in the notice of termination and in such case, Tenant's rights, including any based on any option to renew, to the possession and use of the Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding Landlord's damages and Tenant's liabilities arising prior to, out of and following the Event of Default and the ensuing termination.

Following such termination (as well as upon any other termination of this Lease by expiration of the Term), Landlord immediately shall have the right to recover possession of the Premises; and to that end, Landlord may enter the Premises and take possession, in accordance with New Jersey law, and in so doing Landlord may remove Tenant's property (including any improvements or additions to the Premises which Tenant made, unless made with Landlord's consent which expressly permitted Tenant to not remove the same upon expiration of the Term), as well as the property of others as may be in the Premises, and make disposition thereof in such manner as Landlord may deem to be commercially reasonable and necessary under the circumstances.

(b) Tenant Continuing Obligations-Landlord Reletting Rights Notwithstanding Landlord's right to terminate this Lease as provided in subparagraph (a) above, Tenant shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Lease throughout the remainder of the Term; and, in addition, Tenant shall pay to Landlord, upon demand and as part of Additional Rent, the total sum of all costs, losses and expenses, including reasonable counsel fees, as Landlord incurs, directly or indirectly, because of any Event of Default having occurred.

(c) Landlord's Damages.

(i) The damages which Landlord shall be entitled to recover from Tenant shall be the sum of:

(A) all Fixed Rent and Additional Rent accrued and unpaid as of the termination date; and

(B) (1) all costs and expenses incurred by Landlord in recovering possession of the Premises, including removal, storage and or sale of Tenant's property, court costs and reasonable attorney's fees; (2) the costs and expenses of restoring the Premises to condition in which the same were to have been surrendered by Tenant as of the expiration of the Term, or, in lieu thereof, the costs and expenses of placing the Premises or any part into rentable condition; and (3) the costs of reletting (exclusive of those covered by the foregoing) and (4) brokerage fees and reasonable attorney's fees, all of the above which shall be deemed as Additional Rent; and

(c) The Fixed Rent and Additional Rent due for the balance of the Term in which the default occurs.

Less all rent to the extent determinable as aforesaid, (to the extent that like charges would have been payable by Tenant) which Landlord receives from other tenant(s) by reason of the leasing of the Premises or part during or attributable to any period falling within the otherwise remainder of the Term. In the event that the Landlord agrees to accept a rental and other additional rent which is less than that required to be paid by the Tenant hereunder, the Landlord shall apply such new rental to the amount that would be due from the Tenant hereunder, and Tenant shall continue to be responsible for any amounts that would have been due for Rent and Additional Rent over and above the amounts received by Landlord from such re-letting.

(ii) The damage sums payable by Tenant under the preceding provisions of this subparagraph (c) shall be payable on demand from time to time as the amounts are determined.

(d) Remedies Not Limited. Nothing herein contained shall limit or prejudice the right of Landlord to exercise any or all rights and remedies available to Landlord by reason of default or to prove for and obtain in proceedings under any bankruptcy or insolvency laws, an amount equal to the maximum allowed by any law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

20. Compliance with Environmental Laws and Indemnification.

(a) The Tenant represents that it will not use the Premises, to refine, produce, store, handle, transfer, process or transport "Hazardous Substances", in violation of any

applicable law, rule or regulation, and the Tenant has not in the past, nor does Tenant intend in the future, to use the Premises, for the purpose of refining, producing, storing, handling, transferring, processing or transporting said "Hazardous Substances" in violation of any applicable law, rule or regulation.

(b) Tenant expressly agrees, covenants, represents and warrants that, neither it nor anyone under its direction or control shall bring into or onto the Premises, or receive, store, prepare, manufacture, convert, mix, use, distribute or dispose of at the Premises any materials, or operate at the Leased Premises in any manner, or do or refrain from doing any act, which would violate any environmental laws ("Environmental Laws"), including the provisions of, The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. 9601, et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq. ("RCRA"), the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. ("ISRA"), together with any administrative rules and/or regulations adopted thereunder and/or any other federal, state or local environmental, toxic, hazardous waste or other type of laws or any administrative regulations relating thereto, regardless of whether now existing or enacted subsequent to the execution of this Lease and as same may be supplemented, amended or replaced from time to time.

(c) Tenant, at its sole expense, shall comply on a timely basis with the provisions of all Environmental Laws affecting the initiation, operation or termination of its business at the Premises, including without limitation, CERCLA, RCRA and the administrative regulations promulgated thereunder. Tenant, at its sole expense, shall make all submissions to, provide all applications and information to, effectuate all cleanups and comply with all requirements of, the New Jersey Department of Environmental Protection and Energy ("NJDEPE") so long as same results from Tenant's use of the Premises. If the NJDEPE or any other agency determines that a cleanup plan be prepared and a cleanup undertaken at the Premises due to the creation or exacerbation of any toxic or environmental problem caused by the Tenant during the Term or any occupation of the Premises by the Tenant, the Tenant shall, at its sole expense, undertake all testing and prepare and submit the required cleanup plans and financial assurances, including without limitation, surety bond, standby trust agreements, guaranties and/or letters of credit, and carry out the approved cleanup plan resulting from Tenant's use of the Premises. Notwithstanding anything contained herein to the contrary, Tenant shall not be responsible for any cleanup of any hazardous substance, the release or discharge of which was not caused by Tenant. At the termination of this Lease, Tenant, at Tenant's expense, shall make an application for a letter of Non-Applicability from the NJDEPE.

(d) Tenant agrees to pay for and to indemnify, defend and save Landlord harmless from all liabilities, losses, claims, actions, suites, proceedings, judgments, fines, penalties, costs, expenses and fees, including attorney's fees, of any kind whatsoever incurred by Landlord or arising out of or in any way connected with any violation of the obligations imposed upon Tenant in this Section which require remedial action by the Landlord pursuant to any law or which result in liabilities of the Landlord to third parties, including without limitation governmental agencies so long as same are caused by Tenant during Tenant's use of the

Premises. Such obligations and liabilities of Tenant under this Section shall survive, the termination of Tenant's liability to Landlord under this Lease. In the event Tenant fails to comply with the provisions of this Section, Landlord, in addition to all other remedies available against Tenant, shall be entitled to obtain an order of specific performance from a court of competent jurisdiction directing Tenant to comply with the provisions of this Section, but Landlord shall not be obligated to seek such an order and shall not, by entering into or enforcing its rights under this Lease, be held liable or responsible for complying with, overseeing compliance with, or not overseeing compliance with, CERCLA, RCRA, ISRA or any and all other Environmental Laws.

(e) Tenant shall promptly furnish the following to Landlord copies of the following:

(i) all notices, correspondence and submissions made by Tenant to NJDEPE, the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other municipal, county, state or federal authority which requires submission of any information or documentation concerning environmental matters or hazardous or toxic wastes or substances; and

(ii) all notices served on Tenant by any governmental agency alleging a violation of any Environmental Laws.

(f) Landlord's delay or failure to enforce the Tenant's obligations under this Section shall not be deemed to constitute a waiver of Landlord's rights nor impose any liability upon Landlord for any obligation of Tenant.

(g) Notwithstanding anything contained in this Section to the contrary, Landlord, from time to time, at Tenant's expense, in the event any action by Tenant shall create the need for inspection, shall have the right, but not the obligation, to come on to the Premises with environmental consultants and/or engineers in order to make periodic inspections for toxic, hazardous, carcinogenic or environmentally sensitive wastes or substances (collectively "Toxic Wastes"). If Toxic Wastes caused by Tenant's use or occupancy of the Premises are discovered at the Premises, Tenant shall immediately, at its sole cost and expense, using New Jersey licensed companies satisfactory to Landlord specializing in toxic waste cleanup and disposal and in a manner acceptable to Landlord and its engineers and consultants, effectuate a complete cleanup and remediation of any Toxic Wastes and shall provide Landlord with certifications of the cleanup by the company undertaking same. Tenant shall be responsible for all of Landlord's expenses in conducting these Toxic Wastes tests and in monitoring Tenant's cleanup and on demand shall reimburse Landlord for same. In the event Tenant fails on demand from Landlord to promptly effectuate the Toxic Wastes cleanup, the Landlord may, but shall not be obligated to, undertake the cleanup itself and Tenant on demand shall reimburse Landlord for all expenses incurred with regard to the cleanup.

(h) In the event that there shall be filed a lien against the Premises because of



Tenant's use or occupancy of Premises caused by Tenant's use of Premises, arising out of the Environmental Laws, then the Tenant shall, within thirty (30) days from the date that the Tenant is given notice that the lien has been placed against the Premises or within such shorter period of time in the event that the State of New Jersey has commenced steps to cause the Premises to be sold pursuant to the lien, either (1) pay the claim and remove the lien from the Premises, or (2) furnish (a) a bond satisfactory to the Landlord in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security reasonably satisfactory to Landlord in an amount sufficient to discharge the claim out of which the lien arises.

21. Tenant's Estoppels Certificate. At the request of the Landlord, the Tenant shall sign a certificate stating that (a) this Lease has not been amended and is in effect, (b) the Tenant has no rights to the Premises as stated in this Lease contrary to what is stated in this Lease, (c) the Tenant has paid all Rent to date, and (d) the Tenant has not paid Rent for more than one month in advance, (e) confirming that all work done under the Lease with respect to the Premises has been performed by Landlord and that Landlord is not in default under the terms thereof. The Certificate shall also list all the property attached to the Premises owned by the Tenant.

22. Brokers. Each of the parties hereto represents to the other neither of them has dealt with any broker or other individual or entity expecting a commission in connection with this Lease. Each party agrees to hold the other wholly harmless against any loss, cost, or other expense (including reasonable attorney's fees that may be incurred to enforce the terms of this indemnification) that may be incurred by the indemnified party by reason of any claim made against the indemnified party by any other broker or finder claiming through the indemnifying party for fee or commission in connection with this transaction.

23. Rights of Mortgagees. Tenant acknowledges that the rights granted under this Lease shall be subordinate to the rights of any mortgagee under any Mortgage which may have been filed against the Premises prior to the execution of this Lease or may be filed after execution hereof and Tenant shall execute any subordination agreement as may reasonably be requested by Landlord or any mortgagee to confirm that the Lease is or shall be subordinate to the rights of said Mortgagee.

24. Captions. The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.

25. Entire Agreement. This Lease including all exhibits attached hereto and expressly made a part hereof represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

26. Severability. If any clause or provisions of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.



27. Definition of "Landlord". The word "Landlord" is used herein to include the Landlord named above and any subsequent owner of the Premises, as well as their respective heirs, personal representatives, successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as he would have had he, it or they originally signed this Lease as Landlord.

28. Definition of "Tenant". The word "Tenant" is used herein to include each and everyone of the firm or firms named above as Tenant, jointly and severally, as well as the heirs, personal representatives, or successors and assigns of same, each of whom shall be under the same obligations, liabilities and disabilities and have only such rights, privileges and powers as it, he or they would possess as if original signatories to this Lease as Tenant.

29. Notice. Any notice required to be given hereunder shall be sent by certified mail, return receipt requested, to the following addresses:

Landlord: 648 BCK PARTNERS, LLC  
c/o Steven L Hotz, Managing Member  
PO Box 179  
Medford, NJ 08055

With a copy to: Steven Hotz Jr  
Broker/Owner  
Hotz Realty, LLC  
PO Box 179  
Medford, NJ 08055

Tenant: MFS Systems, LLC  
c/o James A. Minnick, President  
10 Franklin Lane  
Sicklerville, NJ 08081

30. Governing Law. This Lease shall be construed under and governed by the laws of the State of New Jersey.

31. Covenant Performance. The failure of Landlord to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such covenant or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by Landlord of Fixed or Additional Rent with knowledge of breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

32. Security Deposit. Tenant shall have on deposit with the Landlord the sum of One Thousand Dollars (\$1,000.00) as security for the full and faithful performance of all the covenants and conditions contained herein during the Term of this Lease. Failure on the part of Tenant to make any payments required herein when due shall be deemed an Event of Default by the Tenant.

If, at any time during the Term, any of the Fixed or Additional Rent reserved in this Lease shall be overdue and unpaid, Landlord may, in its sole discretion and in addition to any other remedies provided at law or in equity or by this Lease appropriate and apply any portion of such security deposit to the payment of such overdue rent or other sum.

The rights and remedies reserved to the Landlord under this Lease being cumulative, in the event of a default by the Tenant the Landlord shall not be required to resort to the security before exercising any other remedy available to it under this Lease or by law.

Further, if the Tenant shall fail to perform any of the terms, covenants and conditions of this Lease binding upon the Tenant, Landlord may, at its sole discretion and in addition to any other right or remedy provided in this Lease or at law or in equity, appropriate and apply so much of such deposit as may be necessary to compensate Landlord by reason of such breach by Tenant. Should any part of such deposit be appropriated and applied by Landlord for any reason, Tenant shall promptly upon receipt of notice thereof, pay to Landlord such amounts as may be necessary to restore such deposit to the original amount set forth and the failure to do so shall constitute an event of default under this Lease.

The said security deposit shall be refunded without interest to the Tenant within sixty (60) days after the Tenant has vacated the premises provided the Tenant has kept and performed all of said terms and conditions.

In no event, except when the Landlord elects at its own sole option to do so, may the Tenant set off or apply the amount so deposited against any rent owing by the Tenant to the Landlord hereunder.

In the event of any sale, transfer or lease of the building and the land on which the building is erected, or of the building or any sale or transfer of any such lease, Landlord may transfer or assign said security to the vendee, transferee, or lessee, as the case may be, and the Landlord thereupon shall be released from all liability for the repayment of said security and Tenant in each instance shall look solely to such vendee, transferee, or lessee as the case may be, for the repayment of said security. The provisions hereof shall apply to each such sale, transfer or lease and to each such transfer or assignment of said security.

Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds.

33. Tenant Liability. Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord, according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of a check or checks drawn by others than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this lease by Tenant.

34. Signage. Tenant shall have the right to post exterior signage at the Premises, at Tenant's sole cost and expense. Any and all signs erected on the Premises by tenant shall conform to the requirements of any state, county, and local ordinance, rule or regulation governing the erection of signs. Landlord, at no cost to Landlord, shall cooperate with tenant's efforts to obtain any governmental permits or approvals required for or in connection with any signage of tenant.

35. Limitation and Termination of Landlord's Liability. (a) The Landlord and the Landlord's members shall be under no personal or individual liability with respect to any of the provisions of this Lease and if it is in breach or default with respect to its obligations or otherwise under this Lease, the Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of the Tenant's remedies. It is expressly understood and agreed that the Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of its equity in the Premises.

(b) The term "Landlord" as used in this Lease so far as covenants or obligations on the part of the Landlord are concerned shall be limited to mean and include only the owner(s) at the time in question of the fee of the Leased Premises. In the event of any transfer(s) of title to such fee, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved after the date of such transfer and/or conveyance from all personal liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed provided that any funds in the hands of the Landlord contained in this Lease thereafter to be performed provided that any funds in the hands of the Landlord or the then grantor at the time of such transfer and/or conveyance in which the Tenant has an interest shall be turned over to the grantee, and any amount then due and payable to the Tenant by the Landlord or the then grantor under any provision of this Lease shall be paid to the Tenant.

(c) All provisions of this Lease Agreement can be cancelled by either party at any time with (60) days written notice.

90 days - DK

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

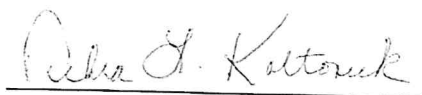
Witness:




LANDLORD:  
648 BCK PARTNERS, LLC  
A New Jersey Limited Liability Company

BY:   
Steven L. Hotz, Managing Member

Witness:



TENANT:  
MFS SYSTEMS, LLC,  
A New Jersey Limited Liability Company

BY:   
James A. Minnick, President