

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this 25th day of January, 2019, by and between LINDENWOLD RESIDENTIAL ASSOCIATES, LLC, a Pennsylvania limited liability company ("Landlord") and MATTISON DEVELOPMENT, LLC, a Pennsylvania limited liability company ("Tenant").

WITNESSETH

A. Landlord is the owner of a certain building known as the "Castle" located on Proposed Parcel 3 as shown on page 2 of 2 of that certain Overall Site Plan for Lindenwold Residential Associates, LLC, The Mattison Estates, Project Number PC131158.02 prepared by Bohler Engineering (the "Building"), which Building is more fully described on Exhibit "A" attached hereto.

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a certain portion of the Building located on the first (1st) floor as described on Exhibit "A" attached hereto (the "Leased Premises"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms hereof and the foregoing recitals which are deemed incorporated herein by reference, and intending to be legally bound hereby, the parties hereto agree as follows:

1. GRANT OF LEASE/PERMITTED USE. Subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises. In connection with Tenant's lease of the Leased Premises, Tenant shall have the right to use the entrance, steps, foyer, fire exits, restrooms, parking areas, landscaped areas, and other common areas (collectively, the "Common Areas") of the property on which the Building is located (said property, along with the Building, being the "Property") as required for Tenant's use of the Leased Premises. Tenant shall have the right to use the Leased Premises as a sales office, club room, meeting room, and any other use that is not in violation of applicable laws.

2. TERM.

(a) The term of this Lease (the "Term") shall commence on the date Landlord delivers the Leased Premises to Tenant with Landlord's Work complete (the "Commencement Date") and shall expire on the last day of the calendar month in which the tenth (10th) anniversary of the Commencement Date occurs.

(b) Notwithstanding the foregoing, Landlord shall have the right to terminate the Term at any time by providing ninety (90) days prior written notice to Tenant in the event Landlord obtains a tenant for another portion of the Building that requires occupancy of the Leased Premises; provided, however, this Lease shall not be terminated by Landlord prior to the expiration of the full Term without the consent of Upper Dublin Township (the "Township") unless Landlord: (i) first secures a tenant or tenants to utilize and occupy the Leased Premises; (ii) the new use is permitted by right pursuant to §255-282 of the Mixed Use Residential—

Historic District and all other applicable Township codes, resolutions and regulations; (iii) the new lease is at market rent; and (iv) the replacement tenant or tenants secures an occupancy permit from the Township for the proposed leased space and use. The Township shall be deemed a third-party beneficiary with respect to this Section 2(b) and shall have the right, in its sole and absolute discretion, to enforce this Lease with respect to termination as provided in this Section 2(b).

3. **FIXED RENT.** Commencing on the Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord an annual fixed rent in an amount equal to: (i) Fifteen Dollars (\$15.00) per rentable square foot of the Leased Premises per annum for the period commencing on the Commencement Date and ending on the last day of the calendar month in which the fifth (5th) anniversary of the Commencement Date occurs; and (ii) Sixteen and 50/100 Dollars (\$16.50) per rentable square foot of the Leased Premises per annum for the remainder of the Term (the "**Fixed Rent**"). The Fixed Rent shall be payable in advance on the first day of each calendar month in equal monthly installments. The Fixed Rent shall be prorated for any partial months during the Term.

4. **OPERATING EXPENSES.** So long as Landlord keeps and maintains the Property in a first-class condition, pays for all insurance on the Property as required by this Lease, pays all utilities being supplied to the Property and pays all Taxes (hereinafter defined) for the Property, Tenant shall pay Tenant's Share (hereinafter defined) of all Operating Expenses (hereinafter defined) for the Property during the Term in accordance with the following:

(a) As used herein, the following terms shall have the meanings set forth below:

(i) "**Tenant's Share**" shall mean a fraction, the numerator of which is the rentable square footage of the Leased Premises and the denominator of which is the rentable square footage of the Building.

(ii) "**Operating Expenses**" shall mean the following reasonable and actual expenses incurred by or on behalf of Landlord in respect of the operation and management of the Property: (1) the cost for the routine cleaning of the Common Areas; (2) the cost of customary utilities being provided to the Property; (3) the cost of premiums (but not deductibles) for insurance for the Property for fire and extended coverage, sprinkler leakage, water damage, public liability and property damage; and (4) Taxes (hereinafter defined). Notwithstanding the foregoing, in no event shall "**Operating Expenses**" include any of the following: (i) the cost for any repair, replacement, alteration, improvement or maintenance (other than cleaning the Common Areas as set forth in the foregoing Subsection (1)); (ii) any wages, salaries, office overhead, management fees or administrative fees; (iii) any costs not specifically set forth in the foregoing Subsections (1) through (4); (iv) any costs that are greater than the then market cost thereof; (v) any costs actually reimbursed by insurance proceeds or from any third party; and (vi) any costs applicable to any property or building other than the Building.

(iii) "Taxes" shall mean all real estate taxes imposed upon the Property, but not any assessments (general and special), corporate taxes, inheritance taxes, rent taxes, income taxes or estate taxes.

(b) Landlord shall furnish to Tenant on or before the Commencement Date, or as soon thereafter as practicable, a statement of Landlord's good faith estimate of the Operating Expenses, and the amount of Tenant's Share thereof (the "Estimated Share"), for the current calendar year. Landlord shall also furnish to Tenant within sixty (60) days after the beginning of each calendar year of the Term following the first calendar year: (i) a statement (the "Expense Statement") setting forth the actual Operating Expenses for the previous calendar year, including Tenant's Share thereof; and (ii) a statement of Landlord's good faith estimate of the Operating Expenses and the amount of the Estimated Share for the current calendar year. Tenant shall pay the Estimated Share in equal monthly installments along which each payment of Fixed Rent hereunder.

(c) Within thirty (30) days after Tenant receives the Expense Statement, Tenant shall pay to Landlord the difference, if positive, between the Tenant's Share of Operating Expenses for such previous year and the actual payments made by Tenant on account of Tenant's Share during such calendar year, or if the actual payments exceed Tenant's Share of Operating Expenses for such previous year, Tenant shall receive a credit against the next payment(s) of Fixed Rent and Operating Expenses falling due or, if the Lease shall have expired, a refund of such overpayment.

(d) Tenant shall have the right to dispute any amounts set forth in any Expense Statement by providing written notice to Landlord. In the event Tenant provides such written notice, Landlord shall provide to Tenant a copy of all invoices and payments as set forth in such Expense Statement. In the event it is determined that the amount in the Expense Statement is incorrect, Landlord shall reimburse Tenant for any and all overpayments and shall reimburse Tenant for all of Tenant's costs and expenses incurred in the foregoing audit.

5. **CONDITION OF LEASED PREMISES AND PROPERTY.** Prior to the Commencement Date, Landlord shall complete that certain work set forth on **Exhibit "B"** attached hereto (collectively, the "Landlord's Work") (which completion shall include, but not be limited to, obtaining a certificate of occupancy for the Leased Premises (except to the extent such certificate of occupancy is not available due to the failure of Tenant to install Tenant's furniture, fixtures and equipment in the Leased Premises)), which shall be performed by Landlord at its sole cost and expense, in a good and workmanlike manner, in accordance with all applicable laws, without any liens being placed on the Leased Premises, and, to the extent such Landlord's Work directly affects the Leased Premises (including, but not limited to, the location of any HVAC equipment located in the Leased Premises), in accordance with construction specifications approved by Tenant in writing (such approval not to be unreasonably withheld, conditioned or delayed). In addition, as of the Commencement Date, Landlord represents and warrants that: (i) the HVAC, plumbing, electrical, mechanical and other building systems serving the Leased Premises are in good working order, and (ii) the Property is (a) in compliance with all applicable laws, including, without limitation, any environmental laws and the Americans with Disabilities Act, and (b) free of any hazardous materials.

6. **MAINTENANCE AND REPAIRS.**

(a) Landlord shall keep and maintain the Property in a first-class manner and in good order and repair and, in furtherance of the foregoing, Landlord shall cause the Common Areas to be clean and kept in the foregoing manner (and free of snow and ice). In addition, Landlord shall, at its sole cost and expense, promptly make all repairs and replacements to: (i) the roof, roof membrane, gutters, downspouts, exterior walls, foundation, slab floor, structure and structural portions of the Building, (ii) all utility lines, equipment, pipes, conduits and other utility facilities serving the Property, and (iii) the HVAC system serving the Leased Premises (except in the event the HVAC system serving the Leased Premises does not serve any other portion of the Building as set forth in Section 6(b)(iii) below). Landlord shall perform all of the foregoing work in a commercially prompt and reasonable manner to maintain all of the foregoing items in a first-class condition.

(b) Except to the extent caused by Landlord or its agents, employees and contractors and except as set forth in Sections 6(a), 17 and 18 herein: (i) Tenant shall keep and maintain the interior, non-structural portions of the Leased Premises in good order and repair, (ii) Tenant shall repair any damage caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors, and (iii) in the event the HVAC system serving the Leased Premises does not serve any other portion of the Building, then Tenant shall repair, maintain and replace (if necessary) said HVAC system.

7. **COMPLIANCE WITH LAWS.** Landlord shall comply in all respects with all laws applicable to the Property, except that Tenant shall be responsible to the extent such compliance relates to Tenant's specific use or occupancy of the Leased Premises (as opposed to general office use) or any alterations or improvements made by Tenant.

8. **SIGNS.** Tenant may install directory signs at the Building in a location approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed).

9. **ALTERATIONS OR IMPROVEMENTS BY TENANT.** Tenant shall have the right, at Tenant's sole cost and expense, to make such interior, non-structural alterations, additions and improvements to the Leased Premises that it shall deem desirable for the operation of its use, without Landlord's consent. In the event Tenant desires to make any alterations that affect the exterior or structure of the Leased Premises or that affect any restrictions imposed by the applicable Preservation Alliance, Tenant shall first obtain the prior written consent of Landlord (such consent not to be unreasonably withheld, conditioned or delayed). Such alterations, additions or improvements shall be in conformance with applicable governmental codes (including, to the extent applicable, in accordance with any requirements of the applicable Preservation Alliance and the applicable Township).

10. **SURRENDER.** At the expiration of the Term, Tenant shall surrender the Leased Premises to Landlord in reasonably good condition, reasonable wear and tear, damage by fire and other casualty or the elements excepted. Upon such expiration, Tenant shall remove all of its furniture, equipment and inventory from the Leased Premises; provided, however, Tenant shall

not be required to remove any of its alterations and improvements from the Leased Premises.

11. **HOLDING OVER.** In the event Tenant remains in possession of the Leased Premises after the end of the Term of the Lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, at one hundred fifty percent (150%) of the Fixed Rent in effect during the year immediately preceding such holdover and subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

12. **CHANGES AND ADDITIONS TO THE PROPERTY.** Landlord shall not make any changes or alterations to the Property that will materially affect the access to the Leased Premises without the prior written consent of Tenant (such consent not to be unreasonably withheld, conditioned or delayed).

13. **DEFAULT BY TENANT.** In the event that (i) Tenant shall be in default of any installment of Fixed Rent or any other sums required to be paid by Tenant hereunder, and such default shall not be cured by Tenant within ten (10) days after Tenant's receipt of written notice thereof from Landlord to Tenant, or (ii) Tenant shall be in default of the observance or performance of any of the other covenants, agreements or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord (or, if the default is not reasonably susceptible of cure within such period, such longer period of time so long as Tenant in good faith commences to cure the default within such thirty (30) day period and thereafter diligently prosecutes the cure to completion), then, in any such event, Landlord may exercise any legal or equitable right or remedy that Landlord may have on account of any such default by Tenant. In furtherance of the foregoing, in the event Tenant is in default of this Lease and such default is not cured within the applicable notice and cure periods, Landlord shall have the right to accelerate all Fixed Rent and Tenant's Share of Operating Expenses owed by Tenant during the remainder of the then current Term; provided, however, that the then fair market rental value of the Leased Premises shall be deducted therefrom. Landlord shall be obligated to use its good faith efforts to mitigate its damages hereunder.

14. **DEFAULT BY LANDLORD.** If Landlord defaults in fulfilling any of its covenants under this Lease and such default continues for (i) thirty (30) days after written notice from Tenant (or, if the default is not reasonably susceptible of cure within such period, such longer period of time so long as Landlord in good faith commences to cure the default within such thirty (30) day period and thereafter diligently prosecutes the cure to completion), or (ii) five (5) days after written notice from Tenant in any emergency situation (unless the nature of such emergency requires faster action, in which case the time period shall be determined by the specific set of circumstances), then Tenant, at its option, with or without notice or demand of any kind to Landlord, shall have the right to exercise any one or more of the following remedies: (x) to cure such default for the account of Landlord, and Landlord shall reimburse Tenant for any amount paid and any expense or contractual liability so incurred, including interest thereon, within thirty (30) days after receipt of an invoice; (y) to pursue the remedy of specific performance; or (z) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; and in addition, Tenant shall be entitled at its election, to exercise

concurrently or successively, any one or more of the rights or remedies available to it at law and/or in equity. Tenant shall have the option, at its sole discretion, of offsetting any payments due or payable to Landlord, until such time as Tenant has been completely reimbursed for its expenses or costs resulting from any Landlord breach or liability under this Lease.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the Term, all or any portion of the Property shall be damaged or destroyed by fire or other casualty and such damage is not repaired within one hundred eighty (180) days after the date of the damage, then Tenant shall have the option to terminate this Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of the casualty. Fixed Rent and all other charges hereunder shall equitably abate while the Property is being repaired or restored. Landlord shall repair any and all of such damage in a good faith and diligent manner.

16. **CONDEMNATION.** If all of the Property is taken by a condemnation; or if any part of the Property is taken by a condemnation and the remainder thereof is, in Tenant's sole opinion, insufficient for the reasonable operation of Tenant's use, then, in any such event and at Tenant's option, this Lease shall terminate and all obligations hereunder shall cease as of the date upon which possession is taken by the condemnor. If there is a condemnation and this Lease has not been terminated pursuant to this Section on the date upon which the condemnor takes possession as aforesaid, the obligations of Landlord and Tenant under this Lease shall be unaffected by such condemnation, except that the Fixed Rent and all other charges hereunder shall abate in proportion to the rentable square footage of floor area of the Leased Premises taken by such condemnation. In the event of a condemnation affecting Tenant, Tenant shall have the right to make a claim against the condemnor for removal expenses, business dislocation damages, moving expenses and for the value of Tenant's trade fixtures, equipment, inventory and other personal property.

17. **INSURANCE.**

A. Tenant shall at all times during the Term, at Tenant's expense, maintain in full force and effect with respect to the Leased Premises and Tenant's use thereof from insurance companies licensed to do business in the Commonwealth of Pennsylvania, commercial general liability insurance covering injury to person and property in amounts at least equal to One Million Dollars (\$1,000,000) per occurrence and annual aggregate limit for bodily injury and One Million Dollars (\$1,000,000) per occurrence and annual aggregate limit for property damage. Upon ten (10) days prior written request from Landlord, Tenant shall deliver to Landlord certificates of such insurance. Tenant may provide the insurance herein required in any blanket policy or policies which it carries.

B. Landlord shall at all times during the Term, at Landlord's expense (subject to reimbursement as part of the Operating Expenses as provided hereinabove), maintain in full force and effect from an insurance company licensed to do business in the Commonwealth of Pennsylvania: (i) commercial general liability insurance covering injury to person and property in amounts at least equal to One Million Dollars (\$1,000,000) per occurrence and annual aggregate limit for bodily injury and One Million Dollars (\$1,000,000) per occurrence and annual aggregate limit for property damage; and (ii) all risk casualty insurance covering the

Building for the full replacement value thereof. Upon ten (10) days prior written request from Tenant, Landlord shall deliver to Tenant a certificate of such insurance.

C. Notwithstanding anything to the contrary set forth in this Lease, Landlord and Tenant hereby waive, for themselves and anyone claiming by, through or under either of them, any rights each may have against the other and the other's insurers on account of any loss or damage to their respective real or personal property at the Property, to the extent of insurance carried, or required hereunder to be carried, by the waiving party, and the parties each agree on its behalf and on behalf of its insurers to waive the right of subrogation of their respective insurers and to have all applicable insurance policies covering such property contain a provision or endorsement to that effect.

18. **INDEMNIFICATION.** Subject to Section 17.C hereinabove, Tenant shall defend, indemnify and save harmless Landlord and its contractors, employees and agents from all claims, costs, damages, judgments, expenses, fines, liabilities and losses (including reasonable attorneys' fees) arising from or as a result of any accident, injury (including death), loss or damage of any kind whatsoever caused by the negligence or willful misconduct of Tenant, its agents, employees or contractors. Landlord shall defend, indemnify and save harmless Tenant and its contractors, employees and agents from all claims, costs, damages, judgments, expenses, fines, liabilities and losses (including reasonable attorneys' fees) arising from or as a result of any accident, injury (including death), loss or damage of any kind whatsoever occurring in the Common Areas (except to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees, invitees, or contractors) and/or caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Notwithstanding anything to the contrary contained in this Lease, in no event shall either party be liable to the other party for any consequential damages, lost profits, loss of business or other similar damages.

19. **ENVIRONMENTAL MATTERS.**

(a) Landlord shall indemnify, defend and hold harmless Tenant from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims and costs of cleanups) or loss, including, but not limited to, expert fees, consultant fees, and reasonable attorney's fees and costs, arising during or after the Term of this Lease from or in connection with (i) the breach of any environmental laws by Landlord or its agents, contractors or employees, or (ii) the presence of hazardous substances in, under, or on the Property, unless the hazardous substances are present as a result of the actions of Tenant or its agents, contractors or employees. Landlord and Tenant acknowledge and agree that the Building may contain non-friable asbestos products (the "Asbestos") and, in furtherance of the foregoing: (a) prior to the Commencement Date, Landlord shall cause the Asbestos to be in compliance with all applicable laws for use of the Leased Premises for general office uses; (b) Landlord shall be responsible for all inspections and certifications related to the Asbestos; (c) in the event the Asbestos is required to be removed at any time, Landlord shall be solely responsible for any and all costs related to such removal (which removal shall be performed in accordance with all applicable laws); and (d) Landlord shall indemnify and hold harmless Tenant and its agents, employees, contractors and invitees from and against any and all liabilities, expenses and damages (including, but not limited to, reasonable attorneys' fees and costs) in any way related to the Asbestos.

(b) Except as provided in Section 19(a) above and as it relates to the Asbestos, Tenant shall indemnify, defend and hold harmless Landlord from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims and costs of cleanups) or loss, including, but not limited to, expert fees, consultant fees, and reasonable attorney's fees and costs, arising during or after the Term of this Lease from or in connection with the breach of any environmental laws by Tenant or its agents, contractors or employees.

20. **ASSIGNMENT AND SUBLEASE.** Tenant may assign this Lease or sublease all or any portion of the Leased Premises, without Landlord's consent, to the homeowners' association for the Residential Development (hereinafter defined). Tenant may assign this Lease or sublease all or any portion of the Leased Premises to any other party only with obtaining the prior written consent of Landlord (such consent not to be unreasonably withheld, conditioned or delayed). In the event Tenant sells or otherwise transfers ownership interest (directly or indirectly) of ninety (90) of the lots on the residential project being developed by Tenant immediately adjacent to the Property (the "**Residential Development**"), then Tenant shall either: (i) cause the homeowners' association for the Residential Development to assume Tenant's obligations under this Lease; or (ii) contemporaneously with the transfer of the ownership interest of said ninetieth (90th) lot (either individually or part of a larger transaction), pay the remaining Fixed Rent and reasonably anticipated amount of Tenant's Share of Operating Expenses owed to Landlord under this Lease for the remainder of the Term, in which event Tenant shall have no further obligation to pay any amounts to Landlord hereunder, but shall retain all rights to use the Leased Premises and the Common Areas in accordance with this Lease.

21. **NOTICES.** All notices required hereunder shall be in writing and sent by United States Postal Service, as registered or certified mail, return receipt requested, bearing adequate postage, or by overnight express carrier (e.g., UPS, Federal Express, Express Mail), and shall be effective upon delivery or refusal to accept delivery. All such notices shall be sent to the following addresses or such other address as the receiving party shall provide notice in accordance herewith:

If to Landlord: c/o Lindenwold Residential Associates, LLC
Attn: Leonard S. Poncia
861 Village Lane
Bensalem, PA 19002

If to Tenant: c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300
Blue Bell, Pennsylvania 19422
Attention: Kenneth Goldenberg

With copy to:
c/o The Goldenberg Group, Inc.
630 Sentry Parkway, Suite 300

Blue Bell, Pennsylvania 19422
Attention: Robert Freedman, Esquire

22. **QUIET ENJOYMENT.** Landlord covenants and agrees that so long as Tenant is not in default of this Lease beyond all applicable notice and cure periods, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance or molestation by Landlord or any persons claiming through or under Landlord.

23. **ATTORNEYS' FEES.** If either party commences an action against the other party arising out of or in connection with the parties' obligations under this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit, including, but not limited to, fees and costs of appeal.

24. **REPRESENTATIONS.** Landlord hereby warrants and represents that it holds fee simple title to the Property as of the date hereof, and that the Leased Premises is not subject to any other lease or occupancy agreements as of the date hereof.

25. **LIABILITY OF LANDLORD.** Notwithstanding anything to the contrary contained in this Lease, any liability for breach or nonperformance by Landlord under this Lease shall be collectible only out of Landlord's interest in the Building (including, but not limited to, any and all rent, income, insurance proceeds and condemnation proceeds related thereto) and, in the event of a sale of the Building by Landlord, the successor Landlord shall be liable for all obligations of Landlord under this Lease.

26. **MISCELLANEOUS.**

A. This Lease and the exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, warranties, representations and understandings between Landlord and Tenant relative to the Leased Premises.

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

C. If any provision contained in this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

D. Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with the negotiations or execution of this Lease, and Landlord and Tenant agree to indemnify the other against all costs, expenses, reasonable attorney's fees, or other liability for commissions or other compensation or charges resulting from a breach of such representations.

E. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws.

F. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Lease by facsimile or by portable document file ("PDF") shall have the same force and effect as the delivery of an original signed counterpart of this Lease, and shall constitute valid and effective delivery for all purposes.

G. LANDLORD AND TENANT, TO THE EXTENT THEY MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS LEASE, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS LEASE OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

- SIGNATURE PAGE TO FOLLOW -

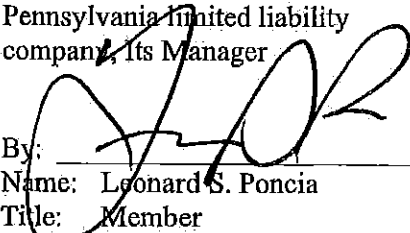
IN WITNESS WHEREOF, the parties hereto have executed this Lease or caused this Lease to be executed by their duly authorized representatives the day and year first above written.

**LANDLORD:
LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC,**

a Pennsylvania limited liability company

By: Aquinas Lindenwold Residential Associates,
LLC, a Pennsylvania limited liability
company, Its Manager

By: Aquinas Realty Partners, LLC, a
Pennsylvania limited liability
company, Its Manager

By: 
Name: Leonard S. Poncia
Title: Member

**TENANT:
MATTISON DEVELOPMENT, LLC,**
a Pennsylvania limited liability company

By: _____
Name: _____
Title: _____

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

**LANDLORD:
LINDENWOLD RESIDENTIAL
ASSOCIATES, LLC,**

a Pennsylvania limited liability company

By: Aquinas Lindenwold Residential Associates,
LLC, a Pennsylvania limited liability
company, Its Manager

By: Aquinas Realty Partners, LLC, a
Pennsylvania limited liability
company, Its Manager

By: _____

Name: Leonard S. Poncia

Title: Member

**TENANT:
MATTISON DEVELOPMENT, LLC,**
a Pennsylvania limited liability company

By: _____

Name: Kenneth N. Goldenberg

Title: President

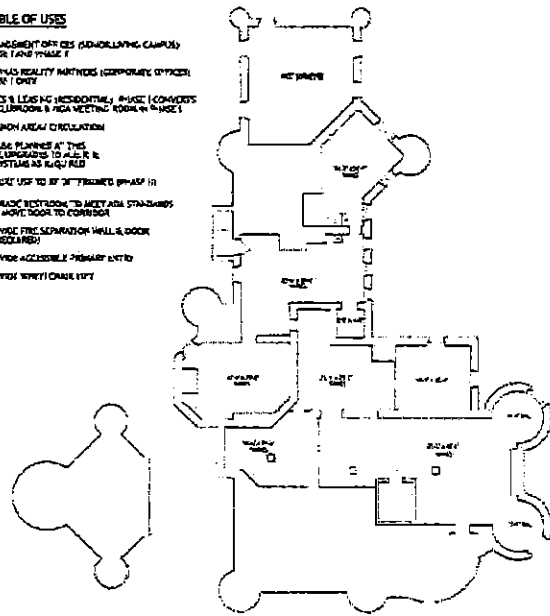
EXHIBIT "A"

LEASED PREMISES

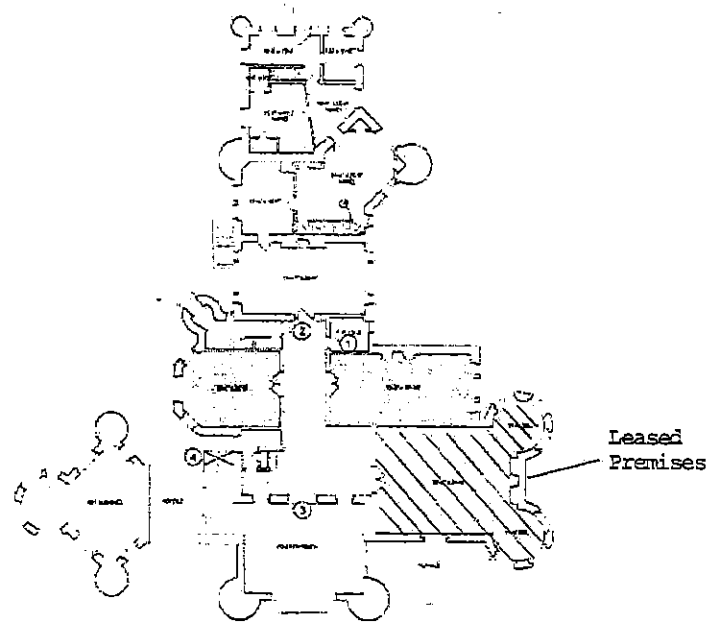
(see attached)

EXHIBIT A-2

- TABLE OF USES**
- MANAGEMENT OFFICES (CONVOLUTION CAMPUS) PHASE I AND PHASE II
 - ARCHIVAL RESEARCH PARTNERS (CONVOLUTION OFFICE) PHASE I ONLY
 - SALES & LEASING (RESIDENTIAL) PHASE I (CONVERTS TO CLUBROOM & MEETING ROOM IN PHASE II)
 - COMMON AREA CIRCULATION
 - HOUSE PLANNED AT THIS TIME UPGRADERS TO ALL R.F. IS SYSTEMS AND RUDY FIELD
 - FUTURE USE TO BE DETERMINED (PHASE II)
- ① SPECIAL RESTROOM TO MEET ADA STANDARDS AND WASH TOILET TO CONFORM
 - ② PROVIDE FIRE SEPARATION HALL & DOOR (IF REQUIRED)
 - ③ PROVIDE ACCESSIBLE PRIMARY ENTRY
 - ④ PROVIDE WHEEL CHAIR LIFT



CONCEPTUAL PHASING BASEMENT PLAN



CONCEPTUAL PHASING FIRST FLOOR PLAN



MATTISON ESTATE
 HISTORIC CASTLE RENOVATION - ANSLER, PA 189002
 BETHLEHEM PIKE AND LINDENWOLD TERRACE
 18,241

July 12, 2017

EXHIBIT "B"

LANDLORD'S WORK

The work as set forth in those certain plans prepared by Stampfl Associates, LLC for Lindenwold Residential Associates, LLC titled Mattison Estate last revised on December 21, 2017 for the Castle Rehabilitation.