Applicant: NFI, L.P.
Company: NFI, L.P.
Project: New Headquarters
Product: Grow New Jersey Program

Application ID #209391

List all local and/or state financial assistance being utilized in the proposed project including:

- development subsidies being requested or receiving - **EDA GrowNJ Assistance Tax Credits.**
- other state assistance – **None**
- low interest rate loans - **None**
- infrastructure improvements - **None**
- property tax abatements and exemptions – **Tax exemption pursuant to NJSA 52:27D-489s.**
- training grant assistance - **TBD**

Please specify program name, granting body, dollar amounts or value, terms and status of application.

Map Report: 1

Disclaimer: The data returned in this query is for informational purposes only. It is necessary to check all categories (Environmental, Economic Growth/Planning and Work Force/Demographic) to determine all possible constraints that might exist in or near your particular location.

Reference Layers

Reference Layers

Parcels

Block: 81.06
Lot: 3.02
County: Camden
Municipality: CAMDEN CITY
Owner: CAMDEN TOWN CENTER, LLC
Property Location: RIVERSIDE DRIVE
Property Class: 4A
Acres: 2
Land Value: $984,200
Improvement Value: $172,900
Net Value: $1,157,100
Last Year Taxes: $31,866.53

Public Use Airports	Not Applicable
Commuter Rail Stations	Aquarium
Commuter Rail Lines	Not Applicable

Economic Growth

Economic Opportunity Act

Please Note: The final award determination will be made by New Jersey Economic Development Authority (NJEDA) in an independent review and at NJEDA's sole discretion based upon geographic and non-geographic criteria

Base Grant Contributions

✓ GSGZ

- ✓ Urban Aid
- ✓ Mega Project Eligible
- ✓ Urban Transit Hub Municipalities
- ✗ Transit Village
- ✓ Urban Transit Hub
- ✓ Transit Oriented Development
- ✓ Distressed Municipality
- ✗ Priority Area
- ✗ Other Eligible Area

Other Contributing Factors

- ✓ Area in Need of Redevelopment
- ✗ Area in Need of Rehabilitation
- ✗ Aviation District
- ✗ CHOICE Neighborhood
- ✓ Deep Poverty Pocket
- ✗ Federal Military Base Closure and Realignment Commission (BRAC) Land
- ✗ Highlands Development Credit Receiving Area or Redevelopment Area
- ✗ Located in an area in need of redevelopment located within 1/4 mile of at least two NJ State highways
- ✓ Located in Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean or Salem Counties with a 2007 Municipality Revitalization Index Greater than 465
- ✗ Located within 1/2 mile of a light rail station constructed after 9/18/13
- ✗ Meadowlands
- ✗ Pinelands Regional Growth Area, town, Village or Federal Military Installation
- ✓ Port District

✔ Qualified Incentives Area

✘ Sports and Exposition Land in Hackensack Meadowlands District

State Plan - Planning Area: METROPOLITAN, PA 1

✔ State Plan - Designated Center

✘ State Plan - Growth Center

Economic Growth

Brownfield Sites	Not Applicable
Urban Enterprise Zones	Yes
Innovation Zones	Yes
Urban Aid Communities	Yes
Areas in Need of Redevelopment	Yes
Areas in Need of Rehabilitation	Not Applicable
Municipal Revitalization Index	Rank: 566
Urban Coordinating Council Qualified Municipalities	Yes
NJ Redevelopment Authority Eligible Municipalities	Yes
Main Street New Jersey Program Focus Areas	Not Applicable

Planning

Planning

Smart Growth Areas	Yes
Endorsed Plans	Not Applicable
Designated Centers	Camden
Cores	Not Applicable
Nodes	Not Applicable
Critical Environmental Sites	Not Applicable
Historical and Cultural Sites by State Plan	Not Applicable

State Planning Areas	Planning Area Name: Metropolitan Planning Area ID: 1
Sewer Service Areas	Wastewater Mgt Plan: Camden County Mua Type: SW Facility Name: Delaware No 1 WPCF Wastewater Mgmt Plan Agency: CCMUA

Environmental

Land Use/Conservation

CAFRA Area	Not Applicable
Meadowlands District	Not Applicable
Pinelands Area	Not Applicable
Highlands Area	Not Applicable
Well Head Protection Areas	Not Applicable
Land Use/Land Cover, Urban	General: Urban Category: Stadium, Theaters, Cultural Centers And Zoos
Land Use/Land Cover, Non-Urban	Not Applicable

Water/Wetlands

Streams	Not Applicable
Category 1 Waters	Not Applicable
Water Bodies	Not Applicable
Wetlands	

Not Applicable

Contaminated Sites

Deed Notice Extents for Known Contaminated Sites	Not Applicable
Groundwater Contamination Extents - Known Sources	Not Applicable
Groundwater Contamination Extents - Unknown Sources	Not Applicable

Work Force / Demographic

Municipal Work Force Statistics

Total Labor Force (per sq mile)	3,152
Labor Force Unemployed	19%
Total Number of Local Employers / Establishments Covered by Unemployment Insurance	1124
Total Employment by Local Employers / Establishments Covered by Unemployment Insurance	33,752

Municipal Demographics

Population (per sq mile)	8,670
High School Graduation Rates	59%
College Graduation Rates	6%
Per Capita Income	$11,967
Residential Housing Units Authorized by Building Permits	197
Congressional Districts	District 1
Legislative Districts	District 5

HMFA

HMFA

HMFA Program Eligibility

CHOICE Area	Difficult Development Area (DDA)	Economic Revitalization Area (ERA)	Qualified Census Tract (QCT) List	Transit Village * (TV)	Urban Target Area (UTA)	Smart Growth Area	Live Where You Work
☑	⊘	☑	☑	⊘	⊘	☑	☑

* Contact the Department of Transportation at 609-530-6542 to confirm Transit Village status.

Programs	Eligibility
	HMFA Programs for Developers
Low Income Housing Tax Credits	You are eligible to apply for Low Income Housing Tax Credits. Please reference the most current QAP for guidance, on the **QAP** (http://www.state.nj.us/dca/hmfa/developers/credits/allocations/qap.shtml) web site. You are in a Qualified Census Tract (QCT), as of 2013. You are in a Smart Growth Area. Please reference the most current QAP for guidance on the **QAP** (http://www.state.nj.us/dca/hmfa/developers/credits/allocations/qap.shtml) web site. For more information please email (mailto:jpena@njhmfa.state.nj.us) call 609.278.7629 or visit the program's website (http://www.state.nj.us/dca/hmfa/developers/credits/)
CHOICE	You may be eligible to receive financing and subsidy for single-family and two-family rehabilitation and new construction home ownership projects. For more information please email (mailto:akasperek@njhmfa.state.nj.us) call 609.278.8829 or visit the program's website (http://www.state.nj.us/dca/hmfa/developers/choice)
Multifamily Programs	You may be eligible for lending for multifamily rental housing construction and/or permanent loans. For more information please email (mailto:mrodriguez@njhmfa.state.nj.us) call 609.278.7526 or visit the program's website (http://www.state.nj.us/dca/hmfa/developers/multi/)
	HMFA Programs for Homebuyers

Homebuyer Programs	First Time Homebuyer Program (http://www.state.nj.us/dca/hmfa/homeownership/buyers/first) You may be eligible for the first-time homebuyer mortgage program if you have not owned a home in the last three (3) years. Please contact the HMFA Single Family division at **1-800-NJ-HOUSE (654-6873)** for more information. Smart Start Program (http://www.state.nj.us/dca/hmfa/homeownership/buyers/smart) You are in a Smart Growth Area. If you are a first time or Urban Target Area homebuyer, you may be eligible for down payment and closing cost assistance, totaling up to 4% of your HMFA mortgage, through the Smart Start program. Live Where You Work Program (http://www.state.nj.us/dca/hmfa/homeownership/buyers/live) If you are a first time or Urban Target Area homebuyer, you may be eligible for the Live Where You Work program if you are also employed in the town where you are purchasing a home. You may be eligible for a low interest mortgage, more flexible underwriting and down payment and closing cost assistance, totaling up to 4% of your HMFA mortgage. For more information please call 1.800.NJ.House or visit the program's website (http://www.state.nj.us/dca/hmfa/homeownership/buyers/)

Note: There are many HMFA resources for developers and consumers that are not location based. For more information, please visit the HMFA website (http://www.state.nj.us/dca/hmfa/homeownership/buyers/)

Census Data Results for 2010

County:	Camden County			
Municipality:	Camden city			
Congressional District:	1			
Legislative District:	5			
Census Tract #:	6103			
Census Block Group #:	1			
	Census Block Group # (1)	Census Tract# (6103)	Municipality (Camden city)	County (Camden County)
SOCIAL CHARACTERISTICS				

Total Population	2253	2253	78047	513574
# Families	259	259	17858	129833
% Population (18+yrs)	91.9	91.9	68.3	75.2
% Unemployed	No data	10.1	19.3	9.2
% Commuting to Work	No data	90.3	98.7	97.2
ECONOMIC CHARACTERISTICS				
Median Household Income ($)	15130	15130	27027	60976
Median Family Income ($)	68274	68274	29118	74385
% Population Below Poverty	No data	33.6	36.1	11.2
% Families Below Poverty	13.1	13.1	33.5	8.9
HOUSING CHARACTERISTICS				
Total Housing Units	1275	1275	30400	204435
% Renter Occupied Units	72.5	72.5	48.5	28.3
% Owner Occupied Units	15.3	15.3	34.7	65
% Vacant	12.2	12.2	16.8	6.7
% Homeowners with Mortgage	86.2	86.2	58.5	72.9
Median Rent ($)	784	784	783	897

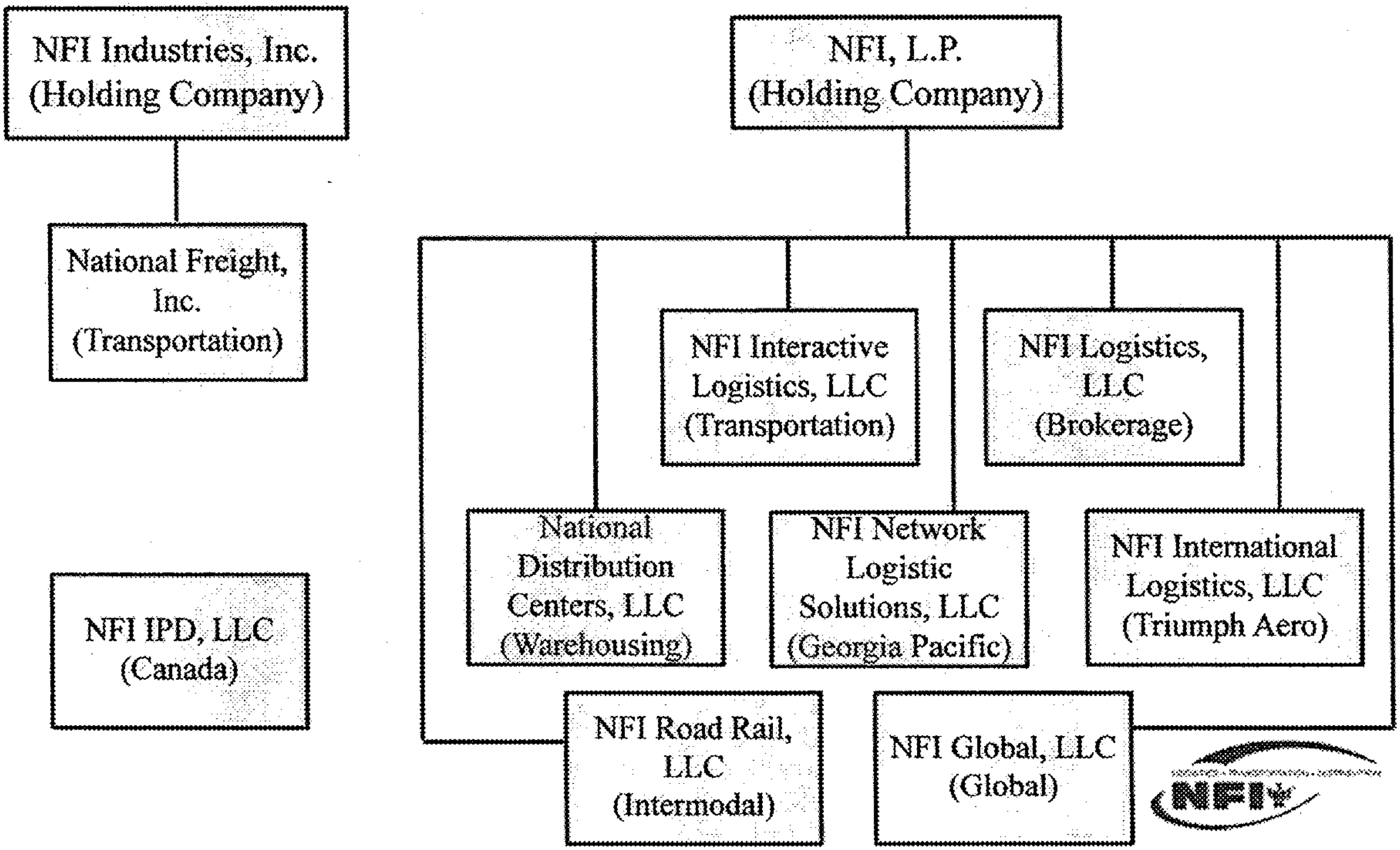
Data Source: American Community Survey 5-year estimates, 2005 – 2010Data Source: American Community Survey 5-year estimates, 2005 – 2010
See ACS Data Guidance for further information and margin-of-error values (http://www.census.gov/acs/www/guidance_for_data_users/guidance_main/)

Census Data Results for 2000

County:	Camden County
Municipality:	Camden city
Congressional District:	1

Legislative District:	5			
Census Tract #:	6005			
Census Block Group #:	1			
	Census Block Group # (1)	Census Tract# (6005)	Municipality (Camden city)	County (Camden County)
SOCIAL CHARACTERISTICS				
Total Population	826	826	79904	508932
# Families	119	119	17655	130729
% Population (18+yrs)	43.49	43.494424	48.07	76.67
% Unemployed	26.13	26.126126	15.18	5.9
% Commuting to Work	54	54	67.74	85.36
ECONOMIC CHARACTERISTICS				
Median Household Income ($)	8569	8569	23421	48097
Median Family Income ($)	14196	14196	24612	57429
% Population Below Poverty	50.97	50.968523	35.52	10.44
% Families Below Poverty	53.78	53.781513	32.78	8.11
HOUSING CHARACTERISTICS				
Total Housing Units	625	625	29769	199679
% Renter Occupied Units	89.69	89.694656	54.01	30.01
% Owner Occupied Units	8.64	8.64	37.35	65.11
% Vacant	16.16	16.16	18.78	6.98
% Homeowners with Mortgage	21.21	0.212121	57.79	72.02
Median Rent ($)	308	308	522	635
Data Source: Census 2000 (http://www.census.gov/)				

NFI Operating Companies Structure



Camden Tower

TOTAL RENTABLE SQUARE FEET	410,366	
TENANT 'S RENTABLE SQUARE FEET	410,366	
TENANT PROPORTIONATE SHARE	100%	

	2016	2016	2019	2019
	Total ($)	Total PSF ($)	Total ($)	Total PSF ($)
Real Estate Taxes	[redacted]			
Insurance				
Janitorial				
Trash Removal				
Exterior Landscaping				
Security				
BOS Engineering				
HVAC Contract Services, Equipment, Supplies				
Administrative Management				
R&M				
Roof				
Snow Removal				
Window Cleaning				
Elevator Maintenance				
Fire Protection				
Exterminating				
Equipment/Supplies				
Common Area Owner's Association				
Management Fees (4%)				
Estimated Utilities				
Diesel Fuel	$ [redacted]			
Water and Sewer	$			
Electric	$			
TENANT ANNUAL OPERATING EXPENSES *EXCLUDING* UTILITIES	$ 3,409,977.31	$ 8.31	$ 3,726,174.28	$ 12.22
TENANT ANNUAL OPERATING EXPENSES *INCLUDING* UTILITIES	$ 4,624,660.67	$ 11.27	$ 4,940,857.64	$ 15.18

The Applicant hereby requests that the Authority grant two six-month extensions of the time within which the Applicant is required to certify completion of the project and that the following language be included within the Incentive Agreement for this project.

In no event shall the incentive effective date occur later than four years following the date of the Authority's approval; provided that, so long as the company is using and has used its best efforts, with all due diligence, to proceed with the completion of the project and of the tax credit certificate documents, the company shall be provided an extension to the incentive effective date in the event that (a) the company is delayed in the completion of the project or of the tax credit certificate documents due to the following unforeseeable acts related to the project: strikes; acts of god; regulation, requirement, or restriction imposed by government; non-issuance of governmental permits or approvals; enemy act; civil commotion; fire or other casualty; litigation or other similar judicial or administrative proceeding; non-performance by third-party transaction participants; or any other unforeseeable causes related to the project beyond the company's control and without its fault or negligence, (b) the company has made and continues to make reasonable efforts to prevent, avoid, mitigate, and overcome the delay, and (c) the company shall have satisfied the conditions set forth below for such extension.

An extension to the incentive effective date resulting from a delay described in subsection (a) of the immediately preceding paragraph shall be granted to the company by the Authority if (a) the company shall have provided reasonable written notice to the Authority of the occurrence of the delay, which notice describes the nature of the delay, the date upon which the event causing the delay occurred and the steps being taken by the company to mitigate and overcome such delay, and (b) the Authority shall have considered the details of the event causing the delay set forth in the notice and shall not have, within fifteen (15) business days of the Authority's receipt thereof, contested or otherwise disputed the event causing the delay; provided, however, if and to the extent that any events described in a notice received by the Authority from the company shall cause or are expected to cause an extension of the incentive effective date beyond November 17, 2020, the Authority shall have forty-five (45) business days to review and consider the details of such event causing the delay and shall not have contested or otherwise disputed such event causing the delay during such forty-five (45) business day period. The consideration by the Authority of the event causing the delay shall be made in a reasonable manner. During the duration of the event causing the delay, the company shall provide periodic reports (not less than every 30 days) describing the status of the delay, the steps being taken to mitigate or overcome the delay and the expectations as to timing for resolution. The company shall provide written notice to the Authority within five (5) business days of the cessation of the event causing an excusable delay.

Category	Job	Wages	Company	Division	Location
Executive	SVP Transportation Ops	$ [redacted]	National Freight Inc.	Transportation East	NJ Cherry Hill HQ
Executive	VP Real Estate	$ [redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Executive	VP Construction	$ [redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Executive	SVP Risk Management	$ [redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Executive	Director of Assets	$ [redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Executive	Director Maintenance	$ [redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Executive	Dir, Fleet Performance	$ [redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Executive	Dir of Implementation	$ [redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	Dir Technology Consulting	$ [redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	SVP Human Resources	$ [redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Executive	Dir Indust Engineering	$ [redacted]	National Distribution Centers LP	Engineering	NJ Cherry Hill HQ
Executive	Director Brokerage Ops	$ [redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Executive	Director, Trans Mgmt Ops	$ [redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Executive	Dir Contractor Relations	$ [redacted]	NFI Management Services LLC	Contractor Relations	NJ Cherry Hill HQ
Executive	CFO	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	SVP, Finance & Marketing	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	VP Finance	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	VP Finance	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	VP Finance	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	Director, Taxation	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	Director, Pricing	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	Dir Financial Analysis	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	Director Payroll Services	$ [redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Executive	Director Invoicing	$ [redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Executive	Dir, Fin Plan & Treasury	$ [redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Executive	Dir Accounts Payable	$ [redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Executive	Dir Customer Solutions	$ [redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Executive	Director Global Ops	$ [redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Executive	VP Human Resources	$ [redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Executive	Dir, Learning & Org Devel	$ [redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Executive	Dir Benefits Services	$ [redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Executive	Director Human Resources	$ [redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Executive	SVP IT & CIO	$ [redacted]	NFI Management Services LLC	Information Technology	NJ Cherry Hill HQ
Executive	VP IT Solutions	$ [redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	VP, IT Services	$ [redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	VP Client Services	$ [redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees

Executive	Director Application Svcs	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	Dir, IT Cust Support Svcs	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	Director Client Services	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Executive	SVP & General Counsel	$	[redacted]	NFI Management Services LLC	Legal	NJ Cherry Hill HQ
Executive	Dir Assoc General Counsel	$	[redacted]	NFI Management Services LLC	Legal	NJ Cherry Hill HQ
Executive	SVP Fleet Services	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Executive	Director Maintenance	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Executive	CEO NFI Industries	$	[redacted]	NFI Management Services LLC	Mgmt Support Services	NJ Cherry Hill HQ
Executive	President NFI Real Estate	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Executive	Director Risk Management	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Executive	Director Security	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Voorhees
Executive* Count	**47**	**$**	[redacted]			
Management	Logistics Broker II	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Management	Supply Chain Engineer	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Management	Manager Brokerage Ops	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Management	Bus Analyst Trans Mgmt	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Management	Manager National Accounts	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Management	Sr Logistics Engineer	$	[redacted]	NFI Interactive Logistics LLC	Engineering	NJ-Cherry Hill HQ
Management	Executive Assistant	$	[redacted]	National Distribution Centers LP	Engineering	NJ Cherry Hill HQ
Management	Mgr Operations Support	$	[redacted]	National Distribution Centers LP	Engineering	NJ Cherry Hill HQ
Management	Controller	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Kronos Systems Specialist	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Management	Manager Accounting	$	[redacted]	NFI Real Estate LLC	Finance	NJ Cherry Hill HQ
Management	Manager Accounting	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Senior Tax Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Manager Invoicing	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Management	Mgr Accounts Receivable	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Management	Sr Accountant	$	[redacted]	NFI Real Estate LLC	Finance	NJ Cherry Hill HQ
Management	Mgr Process Controls	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Management	Executive Assistant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Payroll Services Manager	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Management	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Sr Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Sr Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Tax Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Management	Sr. Compensation Analyst	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Management	Benefits Service Cntr Mgr	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees

Management	Manager Human Resources	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Management	Mgr, IT Technology Svcs	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Project Mgmt Office Mgr	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Platform Services Lead	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Manager Solution Dev	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Manager Client Services	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Manager Client Services	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Lead Systems Admin	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Manager Solution Dev	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Sr Application Admin	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Team Lead Solution Dev	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Sr Application Admin	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Supervisor Solution Dev	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Sr Application Admin	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	IT Project Manager	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Sr Solution Developer	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	IT Project Manager	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Database Administrator I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	IT Solutions Engineer	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Database Administrator II	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Cherry Hill HQ
Management	IT Project Manager	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Business Analyst	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Service Desk Supervisor	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Support Svcs Supervisor	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Management	Manager Purchasing	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Management	Parts Manager	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Management	Manager Registr & Permits	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Management	Marketing Comm Mgr	$	[redacted]	NFI Management Services LLC	Marketing	NJ Cherry Hill HQ
Management	Marketing Comm Mgr	$	[redacted]	NFI Management Services LLC	Marketing	NJ Cherry Hill HQ
Management	Executive Assistant	$	[redacted]	NFI Management Services LLC	Mgmt Support Services	NJ Cherry Hill HQ
Management	Sr Proj Mgr Construction	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Management	Executive Assistant	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Management	Compliance Manager	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Management	Manager Workers Comp	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Management	Chaffeur	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Management	Executive Administrator	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Management Count	**61**	**$**	[redacted]			

Support	Carrier Relations Supv	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Transportation Mgmt Spec	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Transportation Mgmt Spec	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Audit Mgr	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Brokerage Ops Supervisor	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Shipment Support Sup	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Specialst	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Cust Account Mgr, Brkg	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Sr. Coord	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Night Dispatcher	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Transportation Mgmt Lead	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Shipment Support Sup	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Business Analyst	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Relations Spec	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Auditor	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Brokerage Coordinator	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Night Dispatcher	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Carrier Relations Spec	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2

Support	Logistics Broker	$	[redacted]	NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Logistics Broker	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Logistics Broker	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Trans Mgmt Coordinator I	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Logistics Broker	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Logistics Broker	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Carrier Devmt Specialist	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	CDS Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Clerk	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	Shipment Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Shipment Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Shipment Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ Voorhees
Support	CDS Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	CDS Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	CDS Support Rep	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Freight Bill Auditor	$		NFI Interactive Logistics LLC	Brokerage	NJ- VOORHEES #2
Support	Contractor Specialist	$		NFI Management Services LLC	Contractor Relations	NJ Cherry Hill HQ
Support	Logistics Engineer	$		NFI Interactive Logistics LLC	Engineering	NJ Cherry Hill HQ
Support	Contract and Rate Sup	$		NFI Interactive Logistics LLC	Engineering	NJ Cherry Hill HQ
Support	Logistics Engineer	$		NFI Interactive Logistics LLC	Engineering	NJ Cherry Hill HQ
Support	Pricing Analyst	$		NFI Interactive Logistics LLC	Engineering	NJ Cherry Hill HQ
Support	Contract & Rate Analyst	$		NFI Interactive Logistics LLC	Engineering	NJ Cherry Hill HQ
Support	Contract & Rate Associate	$		NFI Interactive Logistics LLC	Engineering	NJ Cherry Hill HQ

Support	Sr Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Accountant	$	[redacted]	NFI Real Estate LLC	Finance	NJ Cherry Hill HQ
Support	Payroll Tax Administrator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Supervisor	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Fin Syst Support Analyst	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Invoicing Lead	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Financial Analyst	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Invoicing Lead	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Lead	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Accounts Payable Sup	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Financial Analyst	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Collections Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accountant	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Sr Credit & Collect Spec	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Financial Analyst	$	[redacted]	NFI Management Services LLC	Finance	NJ Cherry Hill HQ
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Collections Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Payroll Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Collections Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Collections Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Payroll Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Sr Accounts Payable Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Driver Payroll Processor	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Driver Payroll Processor	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounting Coordinator	$	[redacted]	NFI Real Estate LLC	Finance	NJ Cherry Hill HQ

Support	Accounts Receivable Coord	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Collections Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounts Receivable Coord	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounts Payable Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Imaging Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Invoicing Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounts Receivable Coord	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Collections Coordinator	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounts Payable Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounts Payable Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Accounts Payable Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Mailroom Clerk	$	[redacted]	NFI Management Services LLC	Finance	NJ Voorhees
Support	Import/ Export Supervisor	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/ Export Supervisor	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/ Export Supervisor	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/Export Coordinator	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Global Broker	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/Export Coordinator	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/Export Coordinator	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Global Broker	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/Export Coordinator	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Import/Export Coordinator	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Intern	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Global Broker	$	[redacted]	NFI Interactive Logistics LLC	Global	NJ Cherry Hill HQ
Support	Mgr Talent Acq & Progra	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Driver Recruiter	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Corporate Recruiter	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	College Recruiting Mgr	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Corporate Recruiter	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Business Analyst	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Human Resources Spec	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	HR Generalist	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Corporate Recruiter	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Learning Coordinator	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	HR Service Center Lead	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Support	HR Service Center Rep	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Support	HR Service Center Rep	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees

Support	Driver Recruiter	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	Driver Recruiter	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Cherry Hill HQ
Support	HR Service Center Rep	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Support	HR Service Center Rep	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Support	Office Clerk Shared Svcs	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Support	Imaging Coordinator	$	[redacted]	NFI Management Services LLC	Human Resources	NJ Voorhees
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Business Analyst	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Administrative Assistant	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Cherry Hill HQ
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Application Admin I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Systems Administrator I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Application Admin I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Sol Support Specialist	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Service Desk Tech I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Service Desk Tech I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Service Desk Tech I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Service Desk Tech I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Service Desk Tech I	$	[redacted]	NFI Management Services LLC	Information Technology	NJ Voorhees
Support	Legal Assistant	$	[redacted]	NFI Management Services LLC	Legal	NJ Cherry Hill HQ
Support	Legal Assistant	$	[redacted]	NFI Management Services LLC	Legal	NJ Cherry Hill HQ
Support	Legal Assistant	$	[redacted]	NFI Management Services LLC	Legal	NJ Cherry Hill HQ
Support	Vendor Service Manager	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Manager, Fleet Services	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Bus Analyst - Fleet Svcs	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Warranty Manager	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Buyer II	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Fuel Manager	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Manager Trailer Leasing	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Executive Assistant	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ

Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Fleet Svcs Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Fleet Inventory Analyst	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Financial Analyst	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Toll Admininstrator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Fleet Svcs Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Buyer I	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Vendor Service Specialist	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Service Clerk	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Warranty Admin	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Invoicing Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Invoicing Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Invoicing Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Invoicing Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Invoicing Coordinator	$	[redacted]	National Freight Inc.	Maintenance Admin	NJ Cherry Hill HQ
Support	Sales Ops Analyst	$	[redacted]	NFI Management Services LLC	Marketing	NJ Cherry Hill HQ
Support	Communications Specialist	$	[redacted]	NFI Management Services LLC	Marketing	NJ Cherry Hill HQ
Support	Online Marketing Spec	$	[redacted]	NFI Management Services LLC	Marketing	NJ Cherry Hill HQ
Support	Marketing Specialist	$	[redacted]	NFI Management Services LLC	Marketing	NJ Cherry Hill HQ
Support	Real Estate Maint Sup	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Support	Administrative Assistant	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Support	Lease Administrator	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Support	Administrative Assistant	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Support	Sr Property Administrator	$	[redacted]	NFI Real Estate LLC	Real Estate	NJ Cherry Hill HQ
Support	Manager Security	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Voorhees
Support	Safety Manager	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Accident Claims Manager	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Driver Onboarding Manager	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Security Coordinator	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Workers Comp Specialist	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Workers Comp Specialist	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Safety Analyst	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Office Coordinator	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ

Support	Driver Qualification Proc	$	[redacted]	NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Safety Field Trainer	$		NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Driver Qualification Proc	$		NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Driver Qual Coord	$		NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Driver Qualification Proc	$		NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Receptionist	$		NFI Management Services LLC	Risk Management	NJ Voorhees
Support	Safety Specialist	$		NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Intern	$		NFI Management Services LLC	Risk Management	NJ Cherry Hill HQ
Support	Sales Support Specialist	$		NFI Management Services LLC	Sales	NJ Cherry Hill HQ
Support	Manager Trainee	$		NFI Interactive Logistics LLC	Trans Operations Support	NJ Cherry Hill HQ
Support	Administrative Assistant	$		National Freight Inc.	Transportation East	NJ Cherry Hill HQ
Support Count	**233**	**$**	[redacted]			
Grand Count	**341**	**$**	**27,550,616.18**			

Total 2015 Earnings $27,550,616.18
Median Annual Salary $53,979.18
Average Annual Salary $75,730.20

**The compensation shown for each individual executive above is the average of all executives on this page.*

Applicant: NFI, L.P.
Company: NFI, L.P.
Project: New Headquarters
Product: Grow New Jersey Program

Application ID #209391

Material Factor - The provision of a grant from the Grow New Jersey Program must be a 'material factor' in a company's decision to retain/relocate/expand operations in New Jersey.

A. A full economic analysis of all locations under consideration including such components as, but not limited to the cost effectiveness of remaining in this State versus relocation under alternative plans (e.g. Real Estate listings, Tax or other State/Local financial incentives offered to the applicant and **Cost - Benefit Analysis**, which may include cost per square foot, real estate tax, tax incentives, training incentives, labor costs, etc.)

See Attached Analysis.

B. All lease agreements, ownership documents, or substantially similar documentation for the business's current in-State locations

See attached lease.

C. All lease agreements, ownership documents, or substantially similar documentation for the potential out-of-state location alternatives, to the extent they exist

See attached letter of intent

D. A description of the 'at risk' nature of the employees that may be leaving the State. Include how such issues as the following will be addressed: mobility, labor and regulatory requirements as applicable (e.g., is the lease at the current facility expiring, will there be stranded assets if the business leaves; is the business' labor force required to be in the State; is a union contract required; is a license required to operate in the State).

NFI, L.P. currently operates three office facilities in Cherry Hill and Voorhees, NJ. It is seeking to consolidate its operations into one facility. It has located a site on the Camden waterfront on which it can have a new facility constructed into which it can move all employees from its three Cherry Hill and Voorhees office facilities and allow room for growth. It has also located a proposed site in Philadelphia. The cost of the Camden site is significantly greater than the cost of the Philadelphia site. Without the tax credits it would not make economic sense to locate a new facility in Camden. Relocating to one facility in Philadelphia would remove 341 existing jobs

from New Jersey. Locating in Camden would keep 341 jobs in New. A move to Philadelphia would not have a significant impact on the current workforce given its proximity to the existing NJ office.

E. A specific statement on the role the grant will play in the company's decision-making process to relocate in New Jersey

The grant is required in order for the Applicant to make a capital investment in Camden, NJ.

Applicant Name: **NFI, L.P.**

List all Affiliates (as defined below) of the Applicant; Percent of ownership; Number of Full-Time Employees of the Affiliate at Qualified Business Facility;
Number of Full-Time Employees of Affiliate in NJ at of the end of the Applicant's prior tax period; and
Dollar amount of estimated Capital Investment to be contributed by Affiliate at the Qualified Business Facility.

Name of Entity	Tax-ID #	Percent of ownership the Applicant has of the Affiliate	Proposed number of Full-Time Employees of Affiliate at the Qualified Business Facility	Number of Full-Time Employees of Affiliate in NJ at the end of Applicant's prior tax period	Dollar amount of estimated Capital Investment to be contributed by Affiliate at Qualified Business Facility
National Distribution Centers, LLC	[redacted]787	100%	3	3	0
NFI Interactive Logistics, LLC	[redacted]688	100%	96	96	0
NFI Management Services, LLC	[redacted]990	100%	188	188	0
NFI Real Estate, LLC	[redacted]098	0%	14	14	0
National Freight, Inc.	[redacted]910	0%	40	40	0
NFI Logistics, LLC	[redacted]364	100%	0	0	0
NFI Global, LLC	[redacted]609	100%	0	0	0
Blue Eagle Property Management LLC	[redacted]761	100%	0	0	0
NFI Road Rail, LLC	[redacted]761	100%	0	0	0
NFI IPD, LLC	[redacted]995	100%	0	0	0
	[redacted]				
	[redacted]				

Affiliate means an entity that directly or indirectly controls, is under common control with, or is controlled by the business. Control exists in all cases in which the entity is a member of a controlled group of of corporations as defined pursuant to section 1563 of the Federal Internal Revenue Code of 1986 (26 U.S.C. Section 1563) or the entity is an organization in a group of organizations under common control as defined pursuant to subsection (b) or (c) of section 414 of the Internal Revenue Code of 1986 (26 U.S.C. Section 414). A taxpayer may establish by clear and convincing evidence, as determined by the Director of the Division of Taxation in the Department of the Treasury, that control exists in situations involving lesser percentages of ownership than required by the statutes.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is entered into as of October 1, 2011 by and among **BURNT MILL GROUP, LLC,** a New Jersey limited liability company with an address at 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003 ("Landlord"), **INTERACTIVE LOGISTICS INC.**, a Delaware corporation with offices at 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003 ("Outgoing Tenant") and **NFI INTERACTIVE LOGISTICS, LLC**, a New Jersey limited liability company with an address at 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003 ("NFIL").

WHEREAS, Landlord and Outgoing Tenant entered into a certain Lease dated November 21, 2000 ("Original Lease") for approximately 19,200 square feet of space at property known as and located at 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003.

WHEREAS, the Original Lease was amended by Lease Amendment Agreement dated July 23, 2007. The Original Lease as so amended, the "Lease".

WHEREAS, the Outgoing Tenant desires to assign its interests under the Lease to NFIL.

WHEREAS, the parties wish to further amend the Lease.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The Lease is hereby amended as follows:

1. Landlord hereby consents to the assignment of all of Outgoing Tenant's rights, liabilities and obligations under the Lease to NFIL and NFIL hereby accepts all such rights, liabilities and obligations. Accordingly, from and after October 1, 2011, the term "Tenant" found in the Lease or this Second Amendment shall hereinafter refer to NFIL. Outgoing Tenant is hereby released from right, liability and obligation under the Lease.

2. Section "Premises" is hereby revised by increasing the square footage of Tenant from 19,200 to 26,110 square feet effective as of October 1, 2011.

3. In recognition of the foregoing increase in square footage, annual base rent payable from and after October 1, 2011 shall be [redacted] ($[redacted]), payable in equal monthly installments of [redacted] ($[redacted]).

4. To the extent there is any conflict between the Lease and this Second Amendment, this Second Amendment shall govern and control.

5. As amended by this Second Amendment, the Lease remains in full force and effect and shall continue in full force in accordance with all terms as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Second Amendment through their duly authorized representatives.

BURNT MILL GROUP, LLC

By:____________________
Name:__________________
Title:___________________

INTERACTIVE LOGISTICS INC.

By:____________________
Name:__________________
Title:___________________

NFI INTERACTIVE LOGISTICS LLC

By:____________________
Name:__________________
Title:___________________

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
PROJECT SUMMARY – GROW NEW JERSEY ASSISTANCE PROGRAM

As created by statute, the Grow New Jersey Assistance (Grow NJ) Program is available to businesses creating or retaining jobs in New Jersey and making a qualified capital investment at a qualified business facility in a qualified incentive area. Applications to the Grow NJ Program are evaluated to determine eligibility in accordance with P.L. 2013, c. 161 and as amended through the "Economic Opportunity Act of 2014, Part 3," P.L. 2014, c. 63, based on representations made by applicants to the Authority. Per N.J.S.A. 34:1B-242 et seq./N.J.A.C. 19:31-1 and the program's rules, applicants must employ a certain number of personnel in retained and/or new full-time jobs at a qualified business facility and make, acquire or lease a capital investment equal to or greater than defined thresholds in order to be eligible for tax credits. In addition to satisfying these statutorily-established job and capital investment requirements, applications undergo a material factor review to verify that the tax credits are material to the project advancing in New Jersey. Applications are also subject to a net benefit analysis to verify that the anticipated revenue resulting from the proposed project will be greater than the incentive amount. Credits are only certified for use annually and proportionally based on actual job performance during that year and an applicant is subject to forfeiture and recapture in event of default.

APPLICANT:	NFI, L.P.		P43582
PROJECT LOCATION:	Caruso Place Unit C-1, Block 80.02 Lot: 1	Camden City	Camden County

GOVERNOR'S INITIATIVES:
(X) NJ Urban Fund ( ) Edison Innovation Fund ( ) Core ( ) Clean Energy

APPLICANT BACKGROUND:
NFI, L.P. ("NFI") is a fully integrated supply chain solutions provider. Privately held by the Brown family since its inception in 1932, NFI generates more than $1 billion in annual revenue and employs approximately 8,100 employees throughout the United State and Canada. NFI operates approximately 25 million square feet of warehouse and distribution space. Its company-owned fleet consists of over 2,000 tractors and 7,000 trailers, operated by more than 2,300 company drivers and 250 Owner Operators. Its business lines include transportation, warehousing, intermodal, brokerage, global, and real estate solutions. The applicant has demonstrated the financial ability to undertake the project.

MATERIAL FACTOR/NET BENEFIT:
The proposed project is in Camden, NJ, a city that ranked 566 out of 566 municipalities in the 2007 New Jersey Municipal Revitalization Index. In recognition of Camden's inability to attract investment, in the New Jersey Economic Opportunity Act, the Legislature declared that Camden and the other Garden State Growth Zones presented significant challenges to development and created incentives unique to Camden and other similarly situated Garden State Growth Zones to overcome these barriers.

The management of NFI has indicated that the grant of tax credits is a material factor in the company's decision whether or not to locate the project in Camden. The Authority is in receipt of an executed CEO certification by Sidney R. Brown, the CEO of NFI, which states that the Grow New Jersey award is a material factor in the company's decision to make the capital investment and locate the project in Camden. The CEO certification also states that the application has been reviewed and the information submitted and representations contained therein are accurate.

Staff reviewed the project and finds support for management's assertion that the award of tax credits is a material factor in the company's decision to locate in Camden. If NFI chooses the Camden option, the company would establish a 121,862-square foot operation at Caruso Place on the waterfront in Camden. NFI would move into a new building to be constructed at this location. The alternative is to move the same operations to a 93,308-square foot facility in Philadelphia, PA.

This project represents a significant positive step forward for Camden's redevelopment efforts, bringing a significant portion of the NFI business to the city. It is estimated that the project would have a net benefit to the State of $53.2 million over the 35-year period required by the Statute.

FINDING OF JOBS AT RISK:
The applicant has certified that the 341 New Jersey jobs listed in the application are at risk of being located outside the State. This certification coupled with the economic analysis of the potential locations submitted to the Authority has allowed staff to make a finding that the award of the Grow New Jersey tax credits is a material factor in the applicant's decision to make a capital investment and locate in Camden.

ELIGIBILITY AND GRANT CALCULATION:
Per the Grow New Jersey statute, N.J.S.A. 34:1B-242 et seq. and the program's rules, N.J.A.C. 19:31-18, the applicant must:

- Make, acquire, or lease a capital investment equal to, or greater than, the minimum capital investment, as follows:

Minimum Capital Investment Requirements	($/Square Foot of Gross Leasable Area)
Industrial/Warehouse/Logistics/R&D - Rehabilitation Projects	$ 20
Industrial/Warehouse/Logistics/R&D - New Construction Projects	$ 60
Non-Industrial/Warehouse/Logistics/R&D – Rehabilitation Projects	$ 40
Non-Industrial/Warehouse/Logistics/R&D – New Construction Projects	**$120**

Minimum capital investment amounts are ***reduced by 1/3 in GSGZs*** *and in eight South Jersey counties: Atlantic, Burlington,* ***Camden****, Cape May, Cumberland, Gloucester, Ocean and Salem*

- Retain full-time jobs **AND/OR** create new full-time jobs in an amount equal to or greater than the applicable minimum, as follows:

Minimum Full-Time Employment Requirements	(New / Retained Full-time Jobs)
Tech start ups and manufacturing businesses	10 / 25
Other targeted Industries	**25 / 35**
All other businesses/industries	35 / 50

Minimum employment numbers are ***reduced by 1/4 in GSGZs*** *and in eight South Jersey counties: Atlantic, Burlington,* ***Camden****, Cape May, Cumberland, Gloucester, Ocean and Salem*

As a Non-Industrial/Warehouse/Logistics/R&D – New Construction Project for an other targeted industry in Camden County, this project has been deemed eligible for a Grow New Jersey award based upon these criteria, outlined in the table below:

Eligibility	Minimum Requirement	Proposed by Applicant
Capital Investment	$9,748,960	$79,380,000
New Jobs	19	0
Retained Jobs	27	341

The Grow New Jersey Statute and the program's rules also establish criteria for the Grant Calculation. Projects located in Camden are eligible to receive per employee as a tax credit the total amount of capital investment for the project divided by the number of employees, subject to the following limits, provided that the project represents a net positive benefit to the State:

New Jobs or Retained Jobs New to Camden	Capital Investment	Maximum Annual Tax Credit	Limit on Total Tax Credit
≥35	$5,000,000	$2,000,000	$20,000,000
≥70	$10,000,000	$3,000,000	$30,000,000
≥100	$15,000,000	$4,000,000	$40,000,000
≥150	$20,000,000	$5,000,000	$50,000,000
≥250	**$30,000,000**	**$35,000,000**	**$350,000,000**

Provided the company complies with all other program requirements, a reduction in the number of new or retained full-time jobs indicated in the company's annual report below the number certified in the initial CPA certification shall proportionately reduce the amount of tax credits the company may apply against liability in the relevant tax period. Also, if the number of new and retained full-time jobs, as indicated by the company's annual report, is reduced below the required number in the table above, the tax credits that the business may take shall be subject to the annual limit corresponding to the new jobs and retained full-time jobs new to Camden.

GRANT CALCULATION

CAPITAL INVESTMENT:	$ 79,380,000
JOBS BASED TAX CREDIT LIMIT:	$ 350,000,000
GROSS BENEFIT TO THE STATE OVER 35 YEARS:	$ 132,611,189
THE APPLICANT IS ELIGIBLE FOR A TAX CREDIT EQUAL TO THE LOWEST OF THE THREE NUMBERS ABOVE (CONVERTED TO AN EVEN DOLLAR AMOUNT PER EMPLOYEE PER YEAR):	**$ 79,377,980**

PROJECT IS: (X) Expansion (X) Relocation
ESTIMATED ELIGIBLE CAPITAL INVESTMENT: $ 79,380,000
EXPECTED PROJECT COMPLETION: May 31, 2019
SIZE OF PROJECT LOCATION: 121,862 sq. ft.
NEW BUILDING OR EXISTING LOCATION? New
INDUSTRIAL OR NON-INDUSTRIAL FACILITY? Non-Industrial
CONSTRUCTION: (X) Yes ( ) No

NEW FULL-TIME JOBS:	0
RETAINED FULL-TIME JOBS:	341
STATEWIDE BASE EMPLOYMENT (AS OF DECEMBER 31, 2016):	728
CITY FROM WHICH JOBS WILL BE RELOCATED IN NEW JERSEY:	Cherry Hill, Voorhees
MEDIAN WAGES:	$ 54,928

NET BENEFIT MODEL:	2012
GROSS BENEFIT TO THE STATE (OVER 35 YEARS, PRIOR TO AWARD):	$ 132,611,189
TOTAL AMOUNT OF AWARD:	$ 79,377,980
NET BENEFIT TO THE STATE (OVER 35 YEARS, NET OF AWARD):	$ 53,233,209
MAXIMUM AWARD PER NEW/RETAINED JOB:	$ 232,780
ELIGIBILITY PERIOD:	10 years

CONDITIONS OF APPROVAL:

1. Applicant has not entered into a lease, purchase contract, or otherwise committed to remain in New Jersey.
2. Applicant will make an eligible capital investment of no less than the Statutory minimum after board approval. Applicant has 3 years plus two six-month extensions to submit its CPA certification, but in no event can the tax credit be issued more than 4 years from the date of board approval.
3. No employees that are subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program are eligible for calculating the benefit amount of the Grow New Jersey tax credit.
4. No capital investment that is subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program is eligible to be counted toward the capital investment requirement for Grow New Jersey.
5. Within twenty-four months following approval, the applicant will submit progress information indicating that the business has site plan approval, committed financing for, and site control of the qualified business facility.

APPROVAL REQUEST:

The Members of the Authority are asked to: 1) concur with the finding by staff that the award of the Grow New Jersey tax credits is a material factor in the applicant's decision to make a capital investment and locate in Camden; 2) approve the proposed Grow New Jersey grant to encourage NFI, L.P. to locate in Camden. The recommended grant is contingent upon receipt by the Authority of evidence that the company has met certain criteria to substantiate the recommended award. If the criteria met by the company differs from that shown herein, the award amount and the term will be lowered to reflect the award amount that corresponds to the actual criteria that have been met.

DEVELOPMENT OFFICER: Christina Fuentes **APPROVAL OFFICER:** Mark Chierici

GROW NJ ASSISTANCE PROGRAM
ADDITIONAL APPLICATION QUESTIONS

Application ID #209391
Applicant: NFI, L.P.
Company: NFI, L.P.
Project: New Headquarters
Product: Grow New Jersey Program

Directions: Answer all the questions listed below and attach to the project on-line application. For definitions of terms, see the Definitions listed at the bottom of the Grown NJ product page on NJEDA's website, or visit the following address: http://www.njeda.com/web/pdf/GrowNJDefinitions.pdf.

1) Is the project going to generate at least 50% of electricity needs via solar? **NO**

2) Is the project on an industrial premises and will the project be for industrial use? **NO**

3) To what LEED Standard will the project be built? **LEED Certified**

4) Is the project located in a mixed use development that incorporates sufficient moderate income housing to accommodate at least 20% of the full-time employees of the business? **NO**

5) Is the project a marine terminal development? **NO**

6) Is the project a Mega Project? **YES**

7) Is the applicant a United States headquarters of an automobile manufacturer, retaining at least 400 jobs, and located in the municipality in which it was located immediately prior to the filing this application? **NO**

8) Is the project a Qualified Incubator Facility? **NO**

9) Is the project in one of the following Targeted Industries? If yes, which one? Transportation, Manufacturing, Defense, Energy, Logistics, Life Sciences, Technology, Health, or Finance, excluding a primarily warehouse or distribution business. **YES**

10) Is the project a Tourism Destination Project? **NO**

11) Is the project a Transit Oriented Development? **YES**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
COST/BENEFIT ANALYSIS
VERSION 1.05

APPLICANT: NFI, L.P.

Date: 3/10/2017

Grow NJ Term: 10 Years

LOCATION INFORMATION:

		NEW JERSEY LOCATION		ALTERNATE LOCATION	SIZE DIFFERENCE
Project Location (City, State)		Camden , NJ		Philadelphia PA	
Location Size in Sq. Ft.		121,862 Sq. Ft.		93,308 Sq. Ft.	28,554 Sq. Ft.
Purchase (P)/Gross Lease (GL)/Triple Net Lease (TNL)/ Owned Facility (OF)/Construction (C)		C		GL	
Building Cost Per Sq. Ft.	$	521.69 /Sq. Ft.	$	22.50 /Sq. Ft.	

ONE-TIME UPFRONT COSTS:

					COST DIFFERENCE
Land Acquisition Cost (if separate from building)		$	[redacted]		
Building Acquisition Cost		$			
Building Construction Costs		$			
Building Renovation Costs		$			
Machinery and Equipment Acquisition Cost		$			
Furniture, Fixtures and Equipment		$			
Employee Relocations Costs					
Company Moving Costs		$			
Lease Termination Costs		$			
Other One-Time Upfront Costs -	Engineering Fees	$			
Other One-Time Upfront Costs -	Architect Fees	$			
Other One-Time Upfront Costs -		$			
Other One-Time Upfront Costs -	Attorney Fees	$			
Other One-Time Upfront Costs -	Financing Costs & Capitalized Interest	$			
Other One-Time Upfront Costs -	Insurance	$			
Other One-Time Upfront Costs -	Additional Environmental Costs	$			
Other One-Time Upfront Costs -		$			
Other One-Time Upfront Costs -	Permits & Fees	$			
Other One-Time Upfront Costs -	Other One Time Costs				
	Total One-Time Upfront Costs =	$	79,380,000.00	$ 4,554,363.88	$ 74,825,636.12

ONGOING ANNUAL COSTS:

			Start Month	End Month	Cost Frequency		Start Month	End Month	Cost Frequency	
Annual Rental Costs		$	[redacted]							
Annual Real Estate Taxes		$								
Annual Property Insurance Costs		$								
Annual Building Maintenance Costs		$								
Annual Electricity Costs		$								
Annual Payroll Costs		$								
Lease of Owned Facility (for a partial sublease or due to relocation)		$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Description	$								
Other Annual Ongoing Costs -	Parking costs for employees	$								
Other Annual Ongoing Costs -	Fitness center cost to employees	$								
Other Annual Ongoing Costs -	Phila Use & Occupancy Tax	$								
	Total Annual Ongoing Costs =	$	1,162,563.43			$ 3,359,541.88				$ (2,196,978.40)

Amount in Today's Dollars (NPV at 6%) that New Jersey is More Expensive than the Alternative Location Over the 10 Year Grant Term = $ 58,334,850.17

Amount in Today's Dollars (NPV at 6%) that New Jersey is More Expensive than the Alternative Location Over the 15 Year Grant Commitment Duration = $ 53,129,830.95

ASSUMPTIONS:

1 Camden building maintenance costs represents the portion of costs allocated to Tenant, including real estate taxes, utilities, fire protection, exterminating, common area owner's association fees, etc... Breakdown provided on separate sheet.

2 Other one-time costs in Philadelphia include Telephone/Data of [redacted] and Landlord construction management fee of 2% of fit out cost per LOI ($60/sf) [redacted]

3 Building Maintenance Cost (janitorial) is paid as additional rent at [redacted]

4 Philadelphia electric cost $2.20/sf per CBRE [redacted]

5 Camden site includes parking. Other annual costs in Philadelphia include $200 per employee per month for 250 employees to park in City. It is assumed that some employees will take public transportation for which there will be no reimbursement.

6 Camden site includes a fitness center on site. Other one-time costs in Philadelphia include $30 per employee per month for 250 employees to join health club. It is assumed that some

7 employees will not use health club.

8 Additional Philadelphia cost of [redacted] use and occpancy tax

9 One time costs FF&E and Company moving costs are assumed to be the same cost/sf in each site.

Given that selecting the proposed New Jersey location is $58334850.17 more expensive than the alternative location and the potential incentive grant may not completely cover the cost differential, please provide insight into the other factors that make New Jersey competitive despite the additional costs:

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Mark Chierici

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Friday, February 24, 2017 9:21 AM
To: Mark Chierici
Subject: RE: NFI, CSB and TMO - Grow NJ Project - New follow up questions
Attachments: e - TMO - Camden Letter of Intent 2.17.17.pdf; e - CSB - Camden Letter of Intent 2.17.17.pdf; e - NFI - Camden Letter of Intent 2.17.17.pdf

Mark. I wanted to get the responses below over to you without waiting for the first two items. I will get the information for 1 & 2 to you as soon as I get the information.

Kevin D. Sheehan, Esquire
Shareholder
Real Estate and Land Use

PARKER McCAY P.A.
O: 856-985-4020
ksheehan@parkermccay.com

From: Mark Chierici [mailto:MChierici@njeda.com]
Sent: Thursday, February 23, 2017 2:45 PM
To: Kevin Sheehan
Cc: Christina Fuentes
Subject: NFI, CSB and TMO - Grow NJ Project - New follow up questions

Kevin,

Here are several questions which impact all 3 applicants' submissions, so I sent them together.

1 LOI – do we have a revised LOI showing all of the assumptions shown on the revised CBA's? I will need to have them for all 3 companies.

As we discussed the clients have been viewing the space with a broker. I will forward the updated LOIs upon receipt.

2 What about the alternate sites in Philadelphia? Please send any revised LOI information there, as dates may have changed due to the delays in going to the EDA Board.

See 3 LOIs for Camden Attached.

3 Please provide support from a vendor and/or contractor for any revisions in upfront costs on either side of the CBA.

I am supposed to get the backup for the project costs from Jingoli today. I will forward upon receipt.

4 The original block and lot in the application were: Block 81.06, Lots: 3.01 & 3.02. The revised Project Summary Narrative Update says: "The proposed office building and parking garage are located upon Unit C-1 on the Camden Waterfront Development Condominium Plan identified as Block 80.02 Lot 1 on the Tax Map of the City of Camden." Which is correct?

As we discussed, after Liberty purchased the individual lots, they consolidated all of the lots into one tax parcel – Block 80.02 Lot 1. It then created a condominium regime where the land on which each of the buildings is located is a "unit." The land on which the Camden Partners building will be located is identified as Unit C-1. That will be the tax reference on the Tax map once it is updated to reflect the filed consolidation plan.

5 Please explain the nature of the "Permits & Fees" amounts on the CBA for both locations, for each applicant. The Phila amounts are near triple, those of NJ, although the PA site is an existing facility. Why is that?

The permits and fees on the Camden side are the pro rata share of the $825,000 Permit line item on the Camden Office Project Budget sheet and the $1,650,000 connection fees – water/sewer line item.

As we discussed, the cost on line 43 Permits & fees Philadelphia should be a separate line item. Those costs are made up of the items identified on line 73 under the Assumptions as Other one-item costs. I apologize for not putting that cost on the correct line.

10

6 There is an "adjustment for up-front costs PSF due to rounding". What is that representing?

The total project cost is $245Million. The hard construction costs (Core & Shell and Interior Fit Out) are $196,217,557. The total amount of sf is 366,868. When I divide the total hard cost by the square footage I get $534.845113 or 534.85. All other costs are as shown on the Camden Office Tower Costs and Space update sheet in Tab 1. When I plug the cost/sf into your spreadsheet it gives me a number that is not equal to the pro rata share of the hard costs shown on the Project Cost sheet. The "adjustment" is plugged in so that the total one-time upfront costs match the actual total project costs shown on the other sheets. I could not figure out how to get the CBA to match the Project Cost sheet since I cannot manipulate line I27 on the CBA other than changing the area or the $/sf.

7 Are all of the financing costs and capitalized interest truly up-front, and incurred *prior to* project completion?

Yes. Interest and fees.

8 Just to confirm something from a couple months back – you have included the costs of the parking facility at the Camden site, but not the related square footage? Is that correct?

The cost of the garage is included in the cost of the project. It is shown as a line item on the Project Budget Detail sheet and rolled into the Building construction costs sheet on the CBA.

9 Do the applicants expect that at least 20% of their workforces will live in the housing that will be part of the mixed use development in Camden?

No.

Thanks,
Mark C.

Mark A. Chierici
Sr. Finance Officer
Bond and Incentives Division
New Jersey Economic Development Authority (NJEDA)
P.O. Box 990
Trenton, New Jersey 08625-0990
609-858-6869
Fax: 609-278-7256
mchierici@njeda.com

For information about NJEDA's products and services, please visit us on the web: www.njeda.com

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Summaries

Type of Credit	Number of Items	Amount
Total Wire Transfer Credits	4	3,128,359.13
Credit Totals	**4**	**3,128,359.13**

Type of Debit	Number of Items	Amount
Total ACH Debits	1	420.84
Total Checks Paid	8	17,189.98
Total Miscellaneous Debits	1	500.00
Total Wire Transfer Debits	2	2,093,376.88
Debit Totals	**12**	**2,111,487.70**

Credit Transactions

3/10/2017 195 / INCOMING MONEY TRANSFER **Credit Amount:** 446,198.60
Bank Ref: [redacted]
Cust Ref: [redacted]
Unique ID: [redacted]
WT FED#01713 M&T BANK /ORG=CONNER STRONG & BUCKELEW COMPANIES SRF# [redacted] RFB# [redacted]

3/10/2017 195 / INCOMING MONEY TRANSFER **Credit Amount:** 411,893.75
Bank Ref: [redacted]
Cust Ref: [redacted]
Unique ID: [redacted]
WT FED#01156 PNC BANK NEW JERSE /ORG=MICHAEL J LEVITT SRF# [redacted] TRN# [redacted]
RFB# GROW NJ AWARD

INCOMING MONEY TRANSFER Total **Credit Amount** **858,092.35**

3/10/2017 206 / BOOK TRANSFER CREDIT **Credit Amount:** 1,858,376.88
Bank Ref: IA009925441627
Cust Ref: 00000000000
Unique ID: RG170310002079
WT SEQ#02079 NEW JERSEY ECONOMIC DEV /ORG=NEW JERSEY ECONOMIC DEVELOPMENT SRF# GW00000002204795 TRN#170310002079 RFB# 3311

3/10/2017 206 / BOOK TRANSFER CREDIT **Credit Amount:** 411,889.90
Bank Ref: [redacted]
Cust Ref: [redacted]
Unique ID: [redacted]
WT SEQ119327 NFI INTERACTIVE LOGISTI /ORG=NFI INTERACTIVE LOGISTICS LLC SRF# [redacted]
TRN# [redacted] RFB# [redacted]

BOOK TRANSFER CREDIT Total **Credit Amount** **2,270,266.78**

Credit Total **Credit Amount** **3,128,359.13**

Debit Transactions

3/10/2017 469 / MISCELLANEOUS ACH DEBIT **Debit Amount:** 420.84
Bank Ref: IA000497678051
Cust Ref: 00000000000
Unique ID: 000000091004533704076

CAMDEN PARTNERS EQUITIES FLOOR PLAN

Floor 18	Conner Strong & Buckelew Conference	8,650
Floor 17	Conner Strong & Buckelew Office	33,837
Floor 16	Conner Strong & Buckelew Office	33,837
Floor 15	Conner Strong & Buckelew Office	33,837
Floor 14	The Michaels Organization Office	33,837
Floor 13	The Michaels Organization Office	33,837
Floor 12	The Michaels Organization Office	33,837
Floor 11	NFI Office	33,837
Floor 10	NFI Office	33,837
Floor 9	NFI Office	33,837
Floor 8	Fitness Center	10,000
	Dining Room	10,000
	Kitchen/Serving Area	5,000
	Core	3,600
	Mechanical	5,237
Floor 7	Mechanical	5,200
	Garage	41,800
Floor 6	Garage	47,000
Floor 5	Garage	47,000
Floor 4	Garage	47,000
Floor 3	Garage	47,000
Floor 2	Lobby	1,200
	Mechanical	1,950
	Garage	43,850
Floor 1	Lobby	6,300
	Amenity (Conf Room or Retail)	4,000
	Core/Support/Stairs/loading/dumpster	3,285
	Mechanical	7,015
	Garage	[illegible]

Conner Strong	Common Space Mechanical/Core
The Michaels Organization	Common Space Garage
NFI	
Common Space Amenity	

Mark Chierici

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Tuesday, November 29, 2016 6:29 PM
To: Mark Chierici
Cc: Christina Fuentes
Subject: Camden Applications

Mark. You asked:

What are the lease termination dates for the properties in NJ for all 3 projects, and do those townships know there is potential for those employers to be moving employees from those townships?

CSB – their leases (both Marlton and Phila) expire March 2019. At this time they are trying to get the Camden building done in June 2109. They will do a short extension with their current landlords. They have had preliminary discussion with the LLS and do not see a problem.

TMO owns it building through a related entity. It would vacate its building to move.

NFI owns the Cherry Hill building and one of the Voorhees buildings through a related entity. It would be able to vacate and move. Cherry Hill will continue to be occupied by NFI because it is a warehouse and office. Some of the non-grow qualified jobs could be located there.

Kevin D. Sheehan, Esquire
Shareholder
Real Estate and Land Use

PARKER McCAY
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Mark Chierici

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Wednesday, December 28, 2016 3:46 PM
To: Mark Chierici; Grabell, Steven
Cc: Christina Fuentes
Subject: RE: NFI #209391

Marc.

The actual office space for NFI is

TMO Floor 7, 8 & 9	**88,710 SF**
1st Fl Office space	**4,234SF (1/3 of the 12,717 total)**
3rd Fl mail/conf space	**8,550 SF (1/3 of the 25,676 total)**
Subtotal office space	**101,494 SF**
Gen'l Allocated Space	**27,428 SF**
Total Rentable SF	**128,922 SF**

The 101,494 of actual office space is similar to the Phila space. It includes the office space and typical unusable space (bathrooms, mechanical, electric, etc which is about 7-8% of the rentable space). **We have confirmed with the broker that the rentable sf in Philadelphia space which includes office space and similar unusable space.** They have not provided us with the exact amount of SF attributable to such items.

The balance of the space that they will pay rent on in Camden – the roughly 27K sf - is the 1st floor "office rentable" which is the lobby/mechanical/loading/security areas; retail; 2d & 3d Floor amenities; the mechanical rooms on M1, M2 and 14; and the helipad. That is because the rent is to pay the landlord for the cost of the building over the lease term and all 3 tenants share in the benefit and costs of such space. In the Philadelphia LOI the significant mechanical space is not included in the rentable sf paid by the Tenant. We have confirmed this with the Broker.
That space is accounted for in the price per sf. The useable office space in each building is comparable, but the rent is calculated differently.

Kevin D. Sheehan, Esquire
Shareholder
Real Estate and Land Use

PARKER McCAY P.A.
O: 856-985-4020
ksheehan@parkermccay.com

From: Mark Chierici [mailto:MChierici@njeda.com]
Sent: Wednesday, December 28, 2016 3:32 PM
To: Grabell, Steven
Cc: Kevin Sheehan; Christina Fuentes
Subject: RE: NFI #209391

Hi Steve,

I am finalizing my CBA footnotes and want to confirm something for the square footages.

In Camden, per the Project Cost Estimates file, NFI, L.P. would have: 88,710 SF of Office Space and 40,212 SF of allocated general space, for a total of 128,922 SF gross space.

In Phila, NFI, L.P. would have 103,710 SF, and some SF which is similar to the 40,212 SF in Camden. How many square feet is that, and is that number included or excluded in the 103,710 SF amount?

I will send you a final CBA and proposed Award amount once this information is finalized, but I want to reflect it all properly going into the Incentives Committee meeting. *I am handing in my final draft this afternoon.*

Thanks,

Mark C.

From: Grabell, Steven [mailto:steven.grabell@nfiindustries.com]
Sent: Thursday, December 01, 2016 4:55 PM
To: Mark Chierici <MChierici@njeda.com>
Cc: Kevin Sheehan <ksheehan@parkermccay.com>; Christina Fuentes <CFuentes@njeda.com>
Subject: Re: NFI #209391

Mark,

The space in Camden requires the tenants to pay rent in an amount sufficient to offset the landlords costs over the 15 years. In order to do that the rent is based on the actual occupied office space, as well as the amenities, retail, and significant mechanical space.

The rentable floor space on the Office floors – in our case 101,494 - includes useable space and some unusable space (bathrooms, mechanical, electric, etc which is about 7-8% of the rentable space). That is similar to the Philadelphia space which includes office space and similar unusable space.

The balance of the space that we will pay rent on in Camden is the 1st floor "office rentable" which is the lobby/mechanical/loading/security areas; retail; 2d & 3d Floor amenities; the mechanical rooms on M1, M2 and 14; and the helipad. As stated above that is because the rent is to pay the landlord for the cost of the building over the lease term and all 3 tenants share in the benefit and costs of such space. In the Philadelphia LOI the significant mechanical space is not included in the rentable sf paid by the Tenant. That space is presumable accounted for in the price per sf.

The bottom line is that both buildings offer roughly comparable usable space for the tenant, but rent is just calculated differently. If the Camden building were to use a rent based upon only the usable square feet, the per square foot rent would just need to be increased accordingly.

I hope this adequately answers this question. Of course, feel free to reach out if you need anything further.

Regards,

Steve

On Thu, Dec 1, 2016 at 10:08 AM, Mark Chierici <MChierici@njeda.com> wrote:

Steve,

Thanks for the below answers.

One follow up and confirmation on the square footage. The gross leased space for NFI in Camden is 128,922 SF. Subtracting the 101,494 SF (from below) is 27,428 SF. I assume that represents the unusable space in the Camden facility. I believe NFI and one of the other two tenants' alternate location is in the same office building in Philadelphia. Is there a similar situation as you have in Camden with shared space that is allocated to each company and another unusable portion? If yes, what are those SF amounts? In other words, is there an unusable space in the Phila location above the 103,491 SF, or is that space included in that number?

Thanks again,

Mark C.

From: Grabell, Steven [mailto:steven.grabell@nfiindustries.com]
Sent: Wednesday, November 30, 2016 6:51 PM
To: Mark Chierici <MChierici@njeda.com>
Cc: Kevin Sheehan <ksheehan@parkermccay.com>; Christina Fuentes <CFuentes@njeda.com>
Subject: Re: NFI #209391

Mark,

Thanks for all of your help in connection with your application. Please note the following:

- I agree with the restructured CBA attached to your email.
- The space in Phila is 103,491. In Camden we will have 88,710 in 3 floors dedicated to NFI plus we would share another 38,393 total conference/mail space in the 1st and 3rd floors with the other two tenants. 12,784 of that space would be for NFI - making the total for NFI 101,494. The rest of the Camden space is mechanical space, retail and amenities that is included in our rent amount that we as a tenant pay for the building, but is not useable office space. Thus, the usable tenant space is comparable in both buildings.
- NFI strives to maintain a zero balance cash position, as we have the ability through our credit facility to borrow money on a daily basis as needed. By using any available cash to pay down our loan facility on a daily basis, we minimize our debt service costs. We currently have in excess o[redacted]of borrowing capacity on our credit facility. Having said that, we typically have [redacted] in cash at any time throughout the year.

I hope this adequately answers your questions. Please feel free to reach out if you need anything further.

Regards,

Steve

On Tue, Nov 29, 2016 at 4:09 PM, Mark Chierici <MChierici@njeda.com> wrote:

Hello Mr. Grabell,

I have been working on the evaluation of your company this month for the Grow NJ Award. To tie the project costs on our Grant Calculator to the costs on the CBA, I have restructured the CBA to reflect it as New Construction as opposed to a Gross Lease for the Camden Alternative. That CBA is attached and I would ask you to confirm whether you agree with the set-up and results, as that is the document that will be presented at our Incentives Committee meeting next week.

In addition, can you please answer the following questions for me:

- Where is NFI in cash positon currently, or at least at the end of the third quarter 2016?

- Can you please explain how NFI is able do the same project in the Philly location with 25,000 less square feet than in the Camden Alternative?

Thanks in advance, for your review and comments.

Mark C.

Mark A. Chierici

Sr. Finance Officer

Bond and Incentives Division

New Jersey Economic Development Authority (NJEDA)

P.O. Box 990

Trenton, New Jersey 08625-0990

609-858-6869

Fax: 609-278-7256

mchierici@njeda.com

For information about NJEDA's products and services, please visit us on the web: www.njeda.com

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From: Kevin Sheehan [mailto:ksheehan@parkermccay.com]
Sent: Monday, November 07, 2016 10:15 AM
To: Mark Chierici <MChierici@njeda.com>
Cc: Steven S. Grabell (steven.grabell@nfiindustries.com) <steven.grabell@nfiindustries.com>
Subject: RE: NFI #209391

Mark. Attached are the documents that should have been attached to the email below.

Kevin D. Sheehan, Esquire

Shareholder

Real Estate and Land Use

PARKER McCAY P.A.

O: 856-985-4020

ksheehan@parkermccay.com

From: Kevin Sheehan
Sent: Monday, November 07, 2016 9:04 AM
To: 'Mark Chierici'
Cc: Steven S. Grabell (steven.grabell@nfiindustries.com)
Subject: NFI #209391

Mark.

Since the time the Grow application was filed we received additional information from LPT regarding the floor sizes and the projected operating expense for the Camden Office Tower. That information changes the allocation of space within the building slightly and thus, the total project costs. The change in space/cost allocation will change the application amount to **$97,177,815.** We have provided an updated Project Costs sheet to reflect this change. **Please accept this email as a request to amend the application to show the new amount.**

We have also received an LOI from the Landlord.

The applicant will be completing the employee information in the format that you have provided.

Finally, as we discussed we have updated the CBA to use only the base year for rent and expenses since the npv program accounts for the inflation. We have revised the CBA to account for the change in allocated sf of office space, the reduction in the Camden operating expense and to state only the base year rent and expenses instead of an average over 15 years.

I attach hereto the following documents that have been provided or updated as set forth above.

- Updated Project Cost sheet with Building allocation
- Updated CBA

- Updated CBA Assumption Sheet
- Letter of Intent for Camden Building
- Updated Operating Expense Estimate for Camden Building

If you have any questions, please contact me.

Kevin D. Sheehan, Esquire

Shareholder

Real Estate and Land Use

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--

Steven S. Grabell

CFO

NFI Industries

1515 Burnt Mill Road

Cherry Hill, NJ 08003

856.507.4454 Office

609.685.7089 Cell

steven.grabell@nfiindustries.com

Steven S. Grabell
CFO
NFI Industries
1515 Burnt Mill Road
Cherry Hill, NJ 08003
856.507.4454 Office
609.685.7089 Cell
steven.grabell@nfiindustries.com

Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code).

▸ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2015

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2015 or fiscal plan year beginning 01/01/2015 and ending 12/31/2015

A This return/report is for:
- [ ] a multiemployer plan;
- [ ] a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions); or
- [x] a single-employer plan;
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report;
- [ ] the final return/report;
- [ ] an amended return/report;
- [ ] a short plan year return/report (less than 12 months).

C If the plan is a collectively-bargained plan, check here. . . . . ▸ [ ]

D Check box if filing under:
- [ ] Form 5558;
- [ ] automatic extension;
- [ ] the DFVC program;
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
NFI INDUSTRIES INC. EMPLOYEE HEALTH CARE PLAN

1b Three-digit plan number (PN) ▸ [redacted]

1c Effective date of plan
01/01/2002

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
NFI INDUSTRIES, INC.

1515 BURNT MILL ROAD
CHERRY HILL, NJ 08003

2b Employer Identification Number (EIN)
[redacted]94

2c Plan Sponsor's telephone number
856-691-7000

2d Business code (see instructions)
484120

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	07/13/2016	STEVEN GRABELL, CFO
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

Preparer's name (including firm name, if applicable) and address (include room or suite number)

Preparer's telephone number

3a	Plan administrator's name and address [X] Same as Plan Sponsor	3b Administrator's EIN	
		3c Administrator's telephone number	
4	If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report:	4b EIN	
a	Sponsor's name	4c PN	
5	Total number of participants at the beginning of the plan year	5	6422
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines 6a(1), 6a(2), 6b, 6c, and 6d).		
a(1)	Total number of active participants at the beginning of the plan year	6a(1)	6403
a(2)	Total number of active participants at the end of the plan year	6a(2)	6806
b	Retired or separated participants receiving benefits	6b	24
c	Other retired or separated participants entitled to future benefits	6c	0
d	Subtotal. Add lines 6a(2), 6b, and 6c.	6d	6830
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits	6e	
f	Total. Add lines 6d and 6e	6f	
g	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	6g	
h	Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested	6h	
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	7	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

4A 4B 4D 4E 4H 4L

9a Plan funding arrangement (check all that apply)
- (1) [X] Insurance
- (2) [ ] Code section 412(e)(3) insurance contracts
- (3) [ ] Trust
- (4) [X] General assets of the sponsor

9b Plan benefit arrangement (check all that apply)
- (1) [X] Insurance
- (2) [ ] Code section 412(e)(3) insurance contracts
- (3) [ ] Trust
- (4) [X] General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules
- (1) [ ] **R** (Retirement Plan Information)
- (2) [ ] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- (3) [ ] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules
- (1) [ ] **H** (Financial Information)
- (2) [ ] **I** (Financial Information – Small Plan)
- (3) [X] 5 **A** (Insurance Information)
- (4) [ ] **C** (Service Provider Information)
- (5) [ ] **D** (DFE/Participating Plan Information)
- (6) [ ] **G** (Financial Transaction Schedules)

Camden Office Project – Caruso Place – Block 80.02 Lot 1

This construction project has three Grow NJ Applicants: 1 - Conner Strong & Buckelew, LLC, 2 - NFI, L.P., and 3 - The Michaels Organization LLC. Each company plans to move to the qualified business facility in Camden, NJ. A total of 884 employees are part of this Project.

The Property is identified as Unit C-1 on the Condominium Plan recorded by Liberty Property Trust ("LPT") on December 5, 2016 upon its acquisition of the Property. The project site is located in North Camden near the Benjamin Franklin Bridge. The entirety of the site is currently utilized as surface level parking lots.

The condominium unit encompassing Unit C-1 will be sold to Camden Partners Tower Equities, LLC ("Landlord"). Landlord will enter into a build-to-suit contract with Joseph Jingoli and Son Inc. for construction of the multi-tenant office building and parking garage upon the condominium unit site. Upon delivery of the office building and parking garage, Landlord will lease the building to Camden Partners Operating Company, LLC ("Operating Company"). Operating Company will sublease the office building and parking garage to the 3 tenants listed above.

The proposed office building will consist of a seven-floor garage and 11 floors of office and amenity space with 375,970 rentable square feet. The total estimated costs of the project are approximately $245,000,000, to be financed by a combination of debt from a syndicate of banks to be arranged by M&T Bank as agent, and owners' equity contributions from the tenants.

The Tenants will solely occupy a total of 313,183 sf in the office building. NFI will solely occupy 101,511sf, or 32.4 percent, Michaels will solely occupy 101,511 sf or 32.4 percent, and Conner Strong will solely occupy 110,161 sf or 35.2 percent. The remaining 62,787 sf of space is the lobby, mechanical, amenity and other common space within the building, the cost of which is shared pro rata. The proposed parking garage will be restricted to the exclusive use of the C-1 Tenants. (See attached schedule for greater detail of this square footage.)

Each Tenant's share of the Landlord's total estimated capital investment is: NFI - $79,380,000, Michaels - $79,380,000, and Conner Strong - $86,240,000.

Landlord and each Tenant have entered into a Letter of Intent ("LOI") for the construction and lease of the building. The total cost of construction of the core and shell including the garage will be approximately $151,000,000. The total cost of the Landlord's allowance for fit out and other costs included in the capital expense are estimated at approximately $45,000,000. Other Landlord costs eligible toward the Tenant's capital expense amount to approximately $49,000,000, for a total of approximately $245,000,000.

CEO Certification
GROW NJ
FOR CITIES THAT ARE A GARDEN STATE GROWTH ZONE THAT QUALIFIES UNDER THE MUNICIPAL REHABILITATION AND ECONOMIC RECOVERY ACT

1. I, the undersigned, certify that the provision of the tax credits under the program is a material factor in the business decision to make a capital investment and locate in Camden.

2. I, the undersigned, certify under penalty of law that the representations contained herein are accurate; that I am familiar with the information submitted in this document, including all attachments, and have personally exercised an appropriate degree of due diligence to reasonably ensure that the information contained in this document, and all attachments are true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I understand that, in addition to criminal penalties, I may be liable for civil administrative penalties and that submitting false information or submitting materially inaccurate information may be grounds for denial, revocation or termination of any award of tax credits for which I may be seeking approval or now hold.

3. I, the undersigned, acknowledge that if the company's award is greater than $4 million annually, the company will be required to remit to the NJEDA an approval fee equal to ½ of 1% of the amount of the incentive award amount, up to the maximum of $500,000, by the first of the month prior to the NJEDA Board meeting in which the request will be submitted for approval. Failure to submit this fee in the time frame outlined above will result in the company's request for approval not moving forward to the NJEDA Board. Upon satisfactory completion of the entire review process, and if the award will be proposed in amount greater than $4 million annually, no earlier than 10 days prior to the first of the month, I will be notified by a representative of the NJEDA of the projected NJEDA Board meeting date and the exact amount of the approval fee to facilitate this remittance.

   The approval fee will be held in escrow by the NJEDA pending approval of the award by the NJEDA Board. If, for any reason, the NJEDA Board does not approve the award, or the Governor vetoes the minutes of the NJEDA meeting and the approval is denied, the NJEDA will return the entire approval fee to the company within ten (10) business days.

4. The certifications above shall be signed by the Applicant's highest level authority as follows:

   i. For a corporation, by the Chief Executive Officer;
   ii. For a partnership, by the managing general partner.

____
(Signature) √

Chief Executive Officer
(Title)

Sidney R. Brown
(Name, please print)

October 16, 2016
(Date)

New Jersey Economic Development Authority
The Development Subsidy Job Goals Accountability Act
Application Requirements

P# 209391 Applicant Name NFI, L.P.

Start Date: 5/31/2019 End Date: 5/31/2029

1.) Name of Chief Officer Sidney Brown

If applicable, name of Chief Officer of parent company N/A

2) If receiving or requesting subsidies from other State agencies, please list them below with the amount of the subsidy:

State Agency	Name of Subsidy Program	Requested/Approved	Amount
N/A	N/A	N/A	$0
			Total: $0

3) Number of Employees:

	Full Time	Part Time	Temporary	Average/ Anticipated Average Annual Wage and Benefit Rate	Number Provided with Health Care Benefits	Number Represented by Collective Bargaining Agreement
At application	Collected in EDA application	Collected in EDA application	0		341	0
Retained as result of subsidy	341	0	0		N/A	N/A
New jobs created at project site as a result of the subsidy	Collected in EDA application	Collected in EDA application	0	0	0	0

4) The average total number of individuals employed in New Jersey during the calendar year preceding the submission of the application by the applicant's corporate parent and all subsidiaries thereof:

Full time 341 Part time 0 Temporary 0

5) Will the development subsidy reduce employment at any other site controlled by the applicant or its corporate parent, inside New Jersey, resulting from automation, merger, acquisition, corporate restructuring or other business activity? Please explain:

No.

6) Will the project involve the relocation of work from another address? If so, provide the number of jobs to be relocated and the address from which they are to be relocated. Please explain:

Yes. 402 employees (341 GrowNJ eligible) will be relocated from three existing business locations. 166 GrowNJ eligible jobs will be relocated from 1515 Burnt Mill Road, Cherry Hill, NJ 08003. 114 GrowNJ eligible jobs will be relocated from 220 Laurel Road, Voorhees, NJ 08043. 61 GrowNJ eligible jobs will be relocated from 1007 Laurel Oak Road, Voorhees, NJ 08043.

I, Steven Grabell / CFO (Chief Officer or authorized representative), certify that the information provided is correct and meets the requirements of the Development Subsidy Job Goals Accountability Act. (http://www.njleg.state.nj.us/2006/Bills/PL07/200_.PDF)

Signature

10/15/16

Date

ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT (the "Assignment") is made as of the 24th day of February, 2016, by and among NFI INTERACTIVE LOGISTICS, LLC, a New Jersey limited liability company ("Assignor"), NFI MANAGEMENT SERVICES, L.L.C., a New Jersey limited liability company ("Assignee"), and BURNT MILL GROUP, LLC, a New Jersey limited liability company ("Landlord").

WITNESSETH

WHEREAS, Landlord's predecessor-in-interest, as landlord, and Assignor's predecessor-in-interest, as tenant, are parties to a Lease dated as of November 21, 2000, as amended by that certain Lease Amendment Agreement dated as of July 23, 2007, that certain Second Amendment to Lease Agreement dated as of October 1, 2011, and that certain Assignment and Assumption of Lease dated as of October 1, 2011 (collectively, the "Lease"), covering certain office located at 1515 Burnt Mill Road, Cherry Hill, New Jersey, consisting of a 26,110± square feet (the "Premises"), and as more particularly described in the Lease;

WHEREAS, Assignor desires to assign all of its right, title and interest under the Lease to Assignee, and Assignee desires to assume the Lease with the consent of the Landlord;

WHEREAS, Landlord desires to consent to the assignment and assumption of the Lease as hereinafter provided; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings as defined in the Lease.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease and all rights and benefits therefrom, effective as March 1, 2016 (the "Effective Date"). Assignor shall deliver possession of the Premises on or before the Effective Date.

2. Assumption of Assignor's Obligations. Assignee hereby assumes all of the terms, covenants, conditions, duties and obligations of the Assignor under the Lease that accrue on or after the Effective Date. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any liabilities under the Lease accruing prior to the Effective Date. Assignee agrees to indemnify and hold Assignor harmless from any liabilities under the Lease arising out of the acts or omissions of Assignee, and which accrue on or after the Effective Date.

3. Landlord's Consent. Landlord hereby consents to the assignment of the Lease to Assignee. Notwithstanding anything in the Lease to the contrary, Assignor is hereby released from all liability under the Lease accruing on or after the Effective Date.

4. Operations Prior to Effective Date. Assignor agrees (i) to keep the Lease in full force and effect to the Effective Date; (ii) not to amend, modify, terminate or surrender the Lease; (iii) not to assign or encumber the Lease or sublet the Premises; and (iv) to maintain the Premises in good condition and repair to the Effective Date.

5. Broker. Assignor and Assignee warrant and represent to the other that such party has not dealt with any broker, agent, or other party who might be deemed to be entitled to a commission or finder's fee in connection with the transaction contemplated under this Assignment. Assignor will indemnify, defend, and hold harmless Assignee from and against any claim for a commission or finder's fee made by any party by, through, or under Assignor, and Assignee will indemnify, defend, and hold harmless Assignor from and against any claim for a commission or finder's fee made by any party by, through, or under Assignee.

6. Miscellaneous. This Assignment (a) shall be governed by and construed according to the law of the State where the Premises are located, (b) shall be binding upon Landlord and Assignor, their successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns, (c) may not be amended except by a written agreement executed by the parties hereto, and (d) in the event of any conflict between the terms of the Lease and this Assignment, the terms of this Assignment shall prevail.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[signatures appear on following page]

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

ASSIGNOR:

NFI INTERACTIVE LOGISTICS, LLC

By:
Name: Sidney R Brown
Title: Vice President + CEO

ASSIGNEE:

NFI MANAGEMENT SERVICES, L.L.C.

By:
Name: Sidney R Brown
Title: CEO

LANDLORD:

BURNT MILL GROUP, LLC

By:
Name: Sidney R Brown
Title: CEO

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made as of October 1, 2011, by and between **INTERACTIVE LOGISTICS, INC**, a Delaware corporation ("Assignor") and **NFI INTERACTIVE LOGISTICS, LLC**, a New Jersey limited liability company with an address of 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003 ("Assignee")

BACKGROUND

A. Burnt Mill Group, LLC, a New Jersey limited liability company ("Landlord") and Assignor entered into a certain Lease dated November 21, 2000 ("Original Lease") for approximately 19,200 square feet of space at property known as and located at 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003.

B. The Original Lease was amended by Lease Amendment Agreement dated July 23, 2007. The Original Lease as so amended, the "Lease".

C. The Assignor possesses all right, title and interest in and to the Lease as tenant, and wishes to assign all of its right, title and interest in and to the Lease to the Assignee.

D. The Assignee wishes to accept the assignment from the Assignor of all of the Assignor's right, title and interest in and to the Lease and to assume all of the obligations of the Assignor under the Lease.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual and several covenants set forth hereinbelow, and for this and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment:** Assignor hereby assigns, transfers, sells and conveys all of its right, title and interest in and to the Lease to Assignee.

2. **Assumption:** Assignee hereby accepts the assignment by Assignor of all of Assignor's right, title and interest in and to the Lease and assumes all of Assignor's obligations under the Lease, effective October 1, 2011.

3. **Consent of Landlord:** Landlord has acknowledged and consented to the assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Lease. Concurrently with this Assignment, Landlord, Assignor and Assignee are entering into a Lease Amendment memorializing, among others, Landlord's consent to this Assignment.

4. **Lease:** Assignor warrants to Assignee that as of the date hereof the Lease remains in full force and effect and neither the Assignor nor Landlord are in default of their respective obligations under the Lease.

5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. **Successors and Assigns:** This Assignment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

7. **Counterparts:** This Assignment may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption to Lease Agreement day and year indicated above.

ASSIGNOR:

INTERACTIVE LOGISTICS, INC, a Delaware corporation

BY:________________________
Name:______________________
Title:_______________________

ASSIGNEE:

NFI INTERACTIVE LOGISTICS, LLC, a New Jersey limited liability company

BY:________________________
Name:______________________
Title:_______________________

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of September 6, 2016 by and among Tenant and Landlord, each as defined below in Section A.

A. THE PARTIES

Tenant's Name and type of entity:	NFI Interactive Logistics, LLC a New Jersey limited liability company
Tenant's Address for Notices:	1515 Burnt Mill Road Cherry Hill, NJ 08003 ATT: General Counsel
Landlord's Name and type on entity	Echelon Title LLC a Delaware limited liability company
Landlord's address for Notices	Echelon Title LLC The Bellevue 200 S. Broad Street, Third Floor Philadelphia, PA 19102 ATT: General Counsel

B. DEFINITIONS AND BASIC TERMS

The following definitions and basic terms shall have the indicated meanings when used in this Lease:

0.1 Building:	The building located at 220 Laurel Road, Voorhees, NJ 08043
0.2 Demised Premises:	Approximately 21,026 rentable square feet ("RSF") (the "Demised Premises") located on the first floor of the Building, as more particularly described in Exhibit A-1 attached hereto and made a part hereof.
0.3 Property:	The Building, the parcel of land described by metes and bounds on Exhibit A-2 ("Land") upon which the Building is situated and any other improvements located thereon.
0.4 Tenant's Rentable square feet:	Tenant's rentable square feet totals approximately 21,026 RSF, including the Expansion Space (as defined herein).

0.5 Commencement Date:	October 1, 2016
0.6 Term:	Commencing on the Commencement Date and ending at 5:00 PM on December 31, 2019, subject to extension or earlier termination as provided herein.
0.7 Base Rent:	Months one (1) through twelve (12): $[redacted] per RSF Months thirteen (13) through twenty-four (24): $[redacted] per RSF Months twenty-five (25) through thirty-six (36): $[redacted] per RSF Months thirty-seven (37) through thirty-nine (39): $[redacted] per RSF Notwithstanding anything to the contrary contained herein, Base Rent related to certain expansion space in the Demised Premises consisting of approximately 5,580 RSF, as more specifically shown on Exhibit A-1 attached hereto (the "Expansion Space") shall commence on the earlier of (i) January 1, 2017 or (ii) the date upon which Tenant commences occupying and operating for business within the Expansion Space (the earlier of (i) or (ii) to be referred to herein as the "Tenant Operations Date"), and Tenant shall have no obligation to pay Base Rent on the Expansion Space for any period prior to the Tenant Operations Date. Monthly Base Rent: Subject to the Tenant Operations Date as set forth above, $[redacted] months one (1) through twelve (12); [redacted] months thirteen (13) through twenty-four (24); [redacted] months twenty-five (25) through thirty-six (36); [redacted] months thirty-seven (37) through thirty-nine (39).
0.8 Annual Operating Costs:	Tenant shall be responsible for its Proportionate Share of increases, if any, in Annual Operating Costs to the extent Annual Operating Costs are due from Landlord during the Term that exceed Annual Operating Costs in the 2016 calendar year. Tenant shall be responsible for its Proportionate Share of Building electricity costs as part of the Annual Operating Costs, subject to the terms set forth herein.
0.9 Rental:	Base Rent, Annual Operating Costs and all other sums that Tenant may owe to Landlord under this Lease. ("Rental")
0.10 Security Deposit:	None
0.11 Permitted Use:	Call Center and General Office Purposes
0.12 Tenant Renewal	Tenant shall have one of two options to renew the Lease as more

Options:	fully described in Section 23.
0.13 Option to Terminate:	None
0.14 Proportionate Share:	Proportionate Share shall be the fraction in which the numerator equals the Demised Premises RSF and the denominator equals the Building's total RSF.
0.15 Tenant Improvements	Tenant shall have the right, but not any obligation, to construct certain improvements to the Demised Premises (including the Expansion Space) (the "Tenant Improvements"). If Tenant elects to perform the Tenant Improvements, then Tenant shall perform the Tenant Improvements in accordance with plans and specifications mutually approved by Landlord and Tenant (Landlord's approval of such plans and specifications shall not be unreasonably withheld, conditioned or delayed). If Tenant elects to perform the Tenant Improvements, Landlord shall contribute $175,000.00 (the "Allowance") to be applied against the costs and expenses incurred by Tenant in performing the Tenant Improvements (the "Total Costs"). In the event that the Total Costs exceed the amount of the Allowance, Tenant shall be responsible for the excess costs. In the event that the Total Costs are less than the Allowance, Tenant shall be entitled to the benefit of the savings and Tenant shall receive a credit of such amount against the next occurring rent due and payable hereunder. The Allowance shall become due and payable by Landlord within thirty (30) days after the date Tenant completes the Tenant Improvements. In the event Landlord fails to pay the Allowance to Tenant within such thirty (30) day period, Tenant shall be entitled to offset such amount against the next rent payments becoming due hereunder. Notwithstanding anything to the contrary contained herein, if Tenant does not elect to perform the Tenant Improvements, Tenant shall notify Landlord of such election not to perform the Tenant Improvements. The parties hereto acknowledge and agree that following the date of such notice from Tenant to Landlord, the entire amount of the Allowance shall then be credited against Rental due and payable by Tenant under this Lease in equal monthly installments deducted from each monthly Rental payment over the succeeding twelve (12) month period.

NOW, THEREFORE, in consideration of the Demised Premises and mutual covenants contained herein, the parties hereto for themselves, their successors and assigns, hereby covenant and agree with the foregoing and as follows:

1. **Premises and Lease.**

1.1 **Demised Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Demised Premises, which constitutes a portion of real estate development referred to in this Lease as "Voorhees Town Center" or "Town Center", situated within the Township of Voorhees, State of New Jersey. This Lease also includes the right of Tenant to use the Demised Premises for the Permitted Use in compliance with all applicable laws and Town Center Declarations (as defined in Section 28); and, together with other tenants of the Building and members of the public, to use the common areas of the Building (hereinafter referred to as the "Common Facilities" or "Common Areas"), which Common Facilities shall include the entrances, walkways, sidewalks and driveways providing access to the Building and the mechanical rooms, corridors, hallways, restrooms, breakroom and outdoor patio serving the Building. In no event shall the Common Facilities or Common Areas be altered in such a way that will negatively affect Tenant's visibility, ingress/egress and/or use and occupancy of the Demised Premises. Tenant, its employees, agents, and invitees shall have access to the Building and Demised Premises on a twenty-four (24) hour per day, seven (7) days per week basis. In addition, approved personnel of Tenant (including Tenant's IT staff and managers) shall have access to the computer room located on the first floor of the Building. Landlord shall have access through the Demised Premises to the computer room located on the first floor of the Building. Landlord shall deliver the entire Demised Premises to Tenant on the Commencement Date in "as-is" condition subject to the completion of the Landlord's Work (as defined herein), Landlord's maintenance and repair obligations under the Lease and, if Tenant, in its sole discretion, elects to perform the Tenant Improvements, Tenant's completion of the Tenant Improvements, free of any tenants or other occupants with all Building systems in as good working order as currently exists. Notwithstanding the foregoing, Tenant acknowledges that prior to the Commencement Date it is currently open and operating its business in a portion of the Demised Premises (consisting of approximately 15,446 rentable square feet) under the Prior Lease (as defined in Section 45) and shall accept such portion of the Demised Premises on the Commencement Date in its then existing "as-is" condition, subject to Landlord's maintenance and repair obligations under the Lease and the Landlord's performance of the Landlord's Work.

1.2 **System Changes**. Subject to all of the other requirements of this Lease regarding alterations, Tenant shall not exceed the capacity of any of the electrical conductors and equipment in the Demised Premises or Building and shall not install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacements or additions to (or which might cause damage to) the plumbing system, heating system, air-conditioning system or the electrical system servicing the Demised Premises or the Building.

2. **Term; Landlord's Work.**

2.1 **Term.** The term ("Term") of this Lease shall commence on October 1, 2016 (the "Commencement Date"), and shall, unless extended or terminated earlier in accordance with the terms of this Lease, expire on December 31, 2019 (the "Expiration Date"). Notwithstanding the foregoing Commencement Date, Tenant and its authorized agents, employees and contractors shall have the right, at all reasonable times on and after the complete execution of this Lease and prior to the Commencement Date to enter the Demised Premises for the purpose of moving in Tenant's furniture, fixtures and equipment and otherwise preparing the Demised Premises for Tenant's use and occupancy, in compliance with the terms and conditions of this Lease regarding alterations. Any such early entry shall be upon and subject to all of the terms and conditions of this Lease with the exception of the payment of Rental, including the requirement of providing Landlord with insurance certificates evidencing insurance coverage prior to entry into the Demised Premises.

2.2 **Recordation.** This Lease shall not be filed for record with the recorder's office of the county in which the Demised Premises are located.

2.3 **Landlord's Work**. Landlord shall, at its sole cost and expense (and not subject to the Allowance), construct a wall separating the Demised Premises from the Common Areas of the Building as depicted in Exhibit F-2 (the "Landlord's Work"). Prior to performing the Landlord's Work, to the extent the work is materially changed from Exhibit F-2, Landlord shall submit to Tenant for Tenant's approval, such approval not to be unreasonably withheld, conditioned or delayed, plans and specifications for the Landlord's Work. Landlord shall perform the Landlord's Work in a good and workmanlike manner and in compliance with all Laws (as defined herein). Landlord shall complete the Landlord's Work on or before December 31, 2016. In connection with the performance of the Landlord's Work, Landlord shall use commercially reasonable efforts to avoid any interference with Tenant's existing business operations in the Demised Premises.

3. **Rent.**

3.1 **Base Rent.** Except as otherwise expressly provided in this Lease, beginning on the Commencement Date, Base Rent shall accrue under this Lease as set forth in Section B 0.7. Base Rent shall not accrue on the Expansion Space until the Tenant Operations Date. In addition to Base Rent, Tenant shall be liable for payment of all Tenant's Proportionate Share of Annual Operating Costs (as hereinafter defined) and all utilities as set forth in Section 29 hereof. Such Base Rent shall be paid without notice or demand (except as otherwise provided herein), and without setoff (except as otherwise provided herein), in equal monthly installments in advance, on the first day of each calendar month during the Term of this Lease. If the Commencement Date shall fall on a day other than the first day of a calendar month, the rent shall be apportioned pro rata on a per diem basis. In addition, Tenant shall pay Landlord without setoff (except as otherwise provided herein) the additional rent as hereinafter set forth.

3.2 **Additional Rent; Net Lease.**

(a) **Base Year.** As used herein the term "Base Year" shall mean calendar year 2016.

(b) **Annual Operating Costs.** As used herein, the term "Annual Operating Costs" shall mean the aggregate of all reasonable costs to Landlord of operating and maintaining the Property during each calendar year of the Term. Such costs shall include by way of example rather than limitation: insurance premiums, costs for repairs, maintenance, service contracts, governmental permits, overhead expenses, costs of furnishing water, sewer, gas, fuel, electricity and other utility services (exclusive of costs separately allocated to and separately paid by tenants, such as, without limitation, charges for electricity), janitorial service, trash removal, security services, landscaping and grounds maintenance, the common area costs imposed on the

Property as part of the Voorhees Town Center, and the costs of any other items attributable to operating or maintaining any or all of the Property, excluding any costs which under generally accepted accounting principles are capital expenditures; provided, however, that Annual Operating Costs shall also include the annual amortization (over the anticipated useful life as determined in accordance with GAAP) of the cost (including reasonable financing charges) of a capital improvement falling within any of the following categories: (A) a labor saving device or improvement which reduces or eliminates any other component of Annual Operating Costs; (B) an installation or improvement required by reason of any law, ordinance or regulation which is generally applicable to similar office buildings and became effective after the date of this Lease; or (C) an installation or improvements which directly enhances safety of tenants in the Building generally provided the costs are reasonable for the nature of the improvement installed and are customarily installed in similar office buildings located in Southern New Jersey. Tenant's Proportionate Share is a fixed percentage and does not vary with changing occupancy levels of the Building. Annual Operating Costs are computed for the Building as a whole. Accordingly, in order to stabilize the calculation of increases in Annual Operating Costs on a rentable square foot basis for the Demised Premises, a further adjustment is to be made as follows: In determining Annual Operating Costs for any year, including the Base Year, if the Building was less than fully occupied during such entire year, or was not in operation during such entire year, then Annual Operating Costs shall be annualized by Landlord (taking into account seasonal variations) and adjusted to reflect the amount that such expenses would normally be expected to have been, in the reasonable estimate of Landlord, had the Building been fully occupied and operational throughout such year, except that in no event shall such adjustment result in an amount less than the actual Annual Operating Costs. The foregoing shall only apply to Annual Operating Costs that would vary based on occupancy and in no event shall Tenant pay more than Tenant would have paid had the Building been fully occupied and Landlord provided such services to the entire Building. In the event a particular tenant elects to perform, at its own expense, a service otherwise provided by Landlord (for example, janitorial service), then in order to provide a stabilized calculation of costs on a rentable square foot basis, Annual Operating Costs shall be deemed to include the amount which would reasonably have been incurred if the service were performed by Landlord. Annual Operating Costs shall also include all real estate taxes and assessments, general or special, ordinary or extraordinary, imposed upon the Building and associated land, and any and all existing or future improvements of whatever kind thereto or thereon. "Taxes" shall include, without limitation, any assessment imposed by any public or private entity by reason of the Building being located in a special services district, transportation district or similar designation. In no event, shall Tenant be liable for income, estate, inheritance, taxes based upon gross receipts, gift, franchise or transfer taxes of Landlord or its affiliates or any "roll -back" taxes for periods prior to the Term of this Lease or any interest and penalties for late payment of Taxes. If, due to a future change in the method of taxation, any other tax, however designated, is imposed in substitution for real estate taxes, then such other tax shall be included within Annual Operating Costs.

(c) **Operating Cost Exclusions.** Notwithstanding anything to the contrary in this Lease, Annual Operating Costs shall exclude the following items: (1) costs incurred in connection with the original construction of the Building; (2) real estate brokers' commissions, tenant improvements, or other costs incurred for attracting tenants or with respect to other rentable area; (3) legal, accounting or professional fees and costs incurred in connection with lease negotiations, the audit of any Landlord financial materials and requests related to any assignment or sublease; (4) interest and principal payments on the indebtedness of Landlord; (5) overhead and profit paid to subsidiaries or affiliates of Landlord for services for supplies or other materials to the extent the amounts incurred are in excess of those which would have been reasonably incurred if such supplies or services were obtained from unrelated third parties; (6) voluntary contributions to any political or charitable persons or entities; (7) costs for the acquisition of sculpture, paintings or other art objects; (8) advertising, marketing and promotion costs; (9) costs associated with the operation of the corporation or other entity which constitutes Landlord, as distinguished from costs of operation of the Property; (10) costs for which Landlord is reimbursed under warranties or by insurance companies, other tenants, or other third parties; (11) reserves; (12) costs of performing any clean-up of "Hazardous Substances" (defined in Section 31.2 below) to the Property, other than common office, maintenance and cleaning supplies; (13) depreciation or amortization of any improvements or equipment except as expressly referred to as including in Annual Operating Costs in this Section paragraph (b) above; (14) the costs and expenses incurred in leasing equipment or systems that would ordinarily constitute a capital expenditure if such equipment or systems were purchased, to the extent such rental charges exceed the amortization charge, if any, that would have been permitted had the item been purchased; (15) costs of repairs or other work necessitated by fire, windstorm or other casualty normally covered by insurance of commercial office buildings and/or costs of repair or other work necessitated by the exercise of the right of eminent domain, except that the portion of such costs not actually covered by insurance as a result of commercially reasonable deductibles, exclusions, coverage limits and the like shall be included in Annual Operating Costs; (16) interest or penalties due to the late payment of taxes, utility bills or other costs; (17) rent under any ground lease or master lease; (18) costs incurred in connection with the financing or transfer of the Building or the Demised Premises (including the cost of any lender's policy of title insurance) or any interest therein; (19) expenses which are separately metered or calculated for the Building, which are billed separately to Tenant or one or more other tenant(s), as applicable; (20) wages, salaries and other compensation paid to personnel above the grade of property manager; (21) Landlord's general overhead and any other expense not directly related to the Property; (22) costs in connection with disputes with tenants or disputes arising out of declaration or other similar instruments affecting the Property; (23) costs incurred in contesting Taxes or legal requirements except to the extent the costs do not exceed the resulting savings; (24) repairs made for the benefit of particular tenants or which are required to be made under tenant leases; (25) costs of any maintenance, repair, renovation, replacement or upkeep to any tenant space in the Building; (26) costs to maintain, repair or replace the Building roof or structure; and (27) any administrative or management fees. Landlord will not collect or be entitled to collect more than one hundred percent (100%) of the Annual Operating Costs actually paid by Landlord in connection with the operation of the Property in any calendar year.

(d) **Share of Annual Operating Costs.** For and with respect to each calendar year within which the Term of this Lease (and any extension or renewal thereof) falls, there shall accrue, as additional rent, an amount by which Tenant's Proportionate Share of Annual Operating Costs for such year exceeds the amount of Annual Operating Costs for the Base Year. Commencing with the second (2nd) full calendar year of the Term of this Lease and for each calendar year thereafter, Controllable Operating Costs shall not increase on a cumulative basis by more than four percent (4%) per annum. "Controllable Operating Costs" shall mean all

Annual Operating Costs as set forth in Section 3.2(b) of this Lease, except for Taxes, utility costs, snow and ice removal and insurance premiums.

(e) **Proration; Payments.** Such additional rent shall be prorated on a per-diem basis for any partial calendar year included within the beginning and end of the Term. Said additional rent shall be paid during each calendar year in equal monthly installments in an amount equal to 1/12 of Landlord's estimate of the additional rent for such calendar year.

(f) **Final Determinations.** For purposes of determining Tenant's Proportional Share of any Taxes included within Annual Operating Costs, any assessment upon which Tenant's Proportionate Share of Taxes is based shall be deemed to be the amount initially assessed until such time as an abatement, refund, rebate or increase, if any (retroactive or otherwise), shall be finally determined to be due, and upon such final determination, Landlord shall promptly notify Tenant of the amount, if any, due to Tenant or Landlord, as the case may be, as a result of the adjustment, and appropriate payment to Landlord or Tenant, as the case may be, shall thereafter be promptly made. Landlord shall have no duty to Tenant to contest, appeal or otherwise challenge any taxes. In the event of any reduction in Taxes by reason of legal or other action taken by Landlord in contest of same, there shall be added to and be deemed a part of the Taxes in question the amount of Landlord's reasonable legal and other costs and expenses in obtaining the reduction (but not an amount in excess of the tax savings).

(g) **Estimated Payments.** Landlord shall have the right, at its option, to make from time to time (but not more than one (1) time in any calendar year) a reasonable estimate of the additional rent on account of Annual Operating Costs which may become due hereunder with respect to any calendar year, and, upon notification to Tenant thereof, to require Tenant to pay to Landlord, at the time the monthly installments of Base Rent are payable, the amount obtained by dividing such estimate of additional rent by the number of months remaining in such year after the giving of such notice to Tenant. Tenant shall continue to pay the estimated monthly amount until Tenant receives a new estimate from Landlord. Such estimate shall in no event be less than the Tenant's Proportionate Share of additional rent on account of Annual Operating Costs due for the preceding calendar year. Landlord shall cause the actual amount of Tenant's Proportionate Share of Annual Operating Costs to be computed and forwarded in writing to Tenant as soon as practicable following the end of each calendar year, but not more than one hundred twenty (120) days after the end of the calendar year, and Tenant or Landlord, as the case may be, shall within ten (10) days after receipt of same, pay to the other the amount of any deficiency or overpayment. Upon the written request of Tenant, Landlord shall provide Tenant with written supporting documentation evidencing the foregoing reconciliation calculation. If Landlord fails to provide a reconciliation statement for any expense within two (2) years after such expense was incurred, Landlord shall be deemed to have waived its right to collect any underpayments by Tenant of such amounts.

(h) **Inspection By Tenant.** Tenant shall have the right to verify the actual amount of Tenant's Proportionate Share of Annual Operating Costs, at Tenant's expense (except as otherwise set forth herein), during the two hundred ten (210) day period following receipt of Landlord's statement of the amount due, by inspecting the Landlord's books and records. Such inspection shall occur upon reasonable prior notice and at reasonable times during normal business hours, in a manner that shall not materially interfere with Landlord's business operations. In the event that the inspection reveals any discrepancy adverse to Tenant, Tenant shall notify Landlord thereof in writing within sixty (60) days after such inspection. In the event that the parties are unable to agree upon the correct amount of the statement, either party may submit the issue to arbitration, the result of which shall be binding upon the parties. Notwithstanding anything to the contrary, during the period of inspection, Tenant shall continue to pay the estimated payments determined by Landlord pursuant to this Lease until a resolution of such inspection. If Tenant shall not notify Landlord in writing of any dispute regarding the Annual Operating Costs within two hundred seventy (270) days after receipt from Landlord of a statement of the amount due, then such amounts shall be deemed approved by Tenant. If the parties determine through Tenant's audit and or any arbitration that Landlord has overcharged the Annual Operating Costs for the Building by more than five percent (5%), Landlord shall pay the reasonable third -party costs of Tenant's audit in an amount not to exceed $2,500.00.

3.3 **Overdue Payments.** If Base Rent, additional rent or any other sum due from Tenant to Landlord shall be overdue for more than ten (10) days after written notice from Landlord that the same is due, the Tenant shall pay to Landlord an amount equal to five percent (5%) of the amount so overdue.

4. **Subordination and Nondisturbance.**

4.1 **Subordination.** Subject to the following conditions precedent, this Lease and Tenant's rights hereunder shall be subject and subordinate at all times in lien and priority, to any first mortgage or other primary encumbrance now or hereafter placed upon or affecting the Building or the Demised Premises, and to all renewals, modifications, consolidations and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant shall execute and deliver within thirty (30) days of the Landlord's written demand any further commercially reasonable instrument or instruments confirming the subordination of this Lease to the lien of any such first mortgage or to the lien of any other mortgage if requested to do so by Landlord with the consent of the first mortgagee, and any further commercially reasonable instrument or instruments of attornment that may be desired by any such mortgagee or Landlord. Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by giving notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery, and in that event such mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution and delivery of the mortgage and had been assigned to such mortgagee.

4.2 **Nondisturbance.** The foregoing subordination of this Lease shall be conditioned upon Tenant's receipt from any such first mortgagee of a nondisturbance and attornment agreement on lender's standard form reasonably acceptable to Tenant (a "Non-Disturbance Agreement") which provides that as long as Tenant is not in default under the Lease beyond the applicable grace, notice or cure periods, such mortgagee (a) shall honor this Lease in accordance with its terms, (b) shall not disturb Tenant in its possession of the Demised Premises, (c) shall not name Tenant in any foreclosure proceedings, and (d) shall cause Landlord's obligations under this Lease to be performed, during such time as that mortgagee shall be the

Landlord hereunder, from and after the date of any foreclosure, purchase or transfer, and by which Tenant agrees to attorn to and recognize such mortgagee as Landlord in accordance with the terms of this Lease, with the further understanding that such Non-Disturbance Agreement may contain such qualifications, terms and limitations as Tenant and the holder of the first mortgage shall using commercially reasonable efforts agree upon consistent with transactions of similar scope and magnitude. Landlord shall promptly deliver to Tenant from any future mortgagees, properly executed and acknowledged, recordable Nondisturbance Agreements provided Tenant executes such mortgagee's customary and reasonable subordination and attornment agreements. Landlord represents and warrants to Tenant that on the date of this Lease there are no mortgages or ground leases encumbering the Demised Premises.

4.3 **Notice to Tenant of Landlord's Mortgages.** Landlord shall promptly notify Tenant of Landlord's execution of any new mortgage(s) on the Demised Premises. Promptly after the execution of any new mortgage, Landlord shall deliver to Tenant a properly executed, acknowledged, recordable Nondisturbance Agreement in accordance with this Article from such new mortgagee or ground lessor.

4.4 **Confirmation of Subordination.** Subject to the conditions set forth in this Section 4, Tenant agrees to execute and deliver any reasonable instruments confirming such subordination as reasonably requested by any mortgagees or ground lessors.

5. **Quiet Enjoyment.**

5.1 **Quiet Enjoyment.** As long as Tenant shall pay the Rental due hereunder and shall duly perform all the terms, covenants and conditions of this Lease, Tenant shall quietly have and enjoy the Demised Premises during the Term of this Lease without hindrance or molestation by Landlord or anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease. Landlord hereby reserves the right to prescribe reasonable rules and regulations (herein called the "Rules and Regulations") governing the use and enjoyment of the Demised Premises; provided that the Rules and Regulations shall not materially interfere with the Tenant's use and enjoyment of the Demised Premises in accordance with the provisions of this Lease regarding the permitted uses. Tenant shall adhere to the Rules and Regulations and shall cause its agents, employees, invitees, visitors and guests to do so. A copy of the Rules and Regulations in effect on the date hereof is attached hereto as Exhibit B.

6. **Covenants with Respect to the Lease.**

6.1 **Intentionally omitted.**

6.2 **Intentionally omitted.**

6.3 **Compliance with Laws**. Except as otherwise provided herein, Tenant shall at all times fully comply with all Laws (as defined herein) with respect to its specific use and occupancy of the Demised Premises and the operation of its specific business conducted therein. At the request of Landlord, Tenant shall deliver copies of all permits, certificates and licenses evidencing Tenant's compliance with all Laws. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the sole responsibility for compliance, at Landlord's cost and expense, with all Laws relating to the structural and mechanical features of the Demised Premises and the Building or generally relating to office uses.

7. **Services and Repairs**. Tenant, at its sole cost and expense and throughout the Term of this Lease or extensions thereof, shall keep and maintain the interior, non-structural portions of the Demised Premises in a neat, safe and orderly condition, and shall use all reasonable precautions to prevent waste, damage or injury. Tenant shall be responsible for making all repairs, replacements, modifications and additions required to keep and maintain the interior, non-structural portions of the Demised Premises and utility systems serving only the Demised Premises in good order and condition and Landlord, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the roof and structural portions of the Building, including the exterior walls, foundations, columns and beams, and all plumbing, electrical, heating and ventilating systems serving the Building and the Demised Premises as part of Building-wide service; provided, however, that Landlord shall have no responsibility to make any repairs unless and until Landlord receives written notice of the need for such repair, or Landlord otherwise becomes, or should become, aware. Furthermore, repairs and replacements to the structural portion of the Demised Premises arising out of or caused by Tenant's misuse of the Demised Premises or by Tenant's installations in or upon the Demised Premises or by any act or omission of Tenant or any employee, agent, contractor, or invitee of Tenant, shall be made at the sole cost and expense of Tenant, unless the same is covered by insurance carried or required to be carried by Landlord. All of said repairs, replacements, modifications and additions shall be in quality and class equal to the original work or installation, and shall be effected in compliance with all applicable laws, ordinances, rules and regulations of all governmental bodies having or asserting jurisdiction over the Demised Premises. If Tenant fails to make such repairs, replacements, modifications and additions within a reasonable period of time following receipt of written request therefor, same may be made by Landlord at the reasonable expense of Tenant and such expense shall be collectible as a Rental payment and shall be paid by Tenant within thirty (30) days after rendition of a bill thereof. Notwithstanding anything to the contrary contained herein, if Landlord fails to make any repairs or replacements that the Landlord is required to make under this Lease within thirty (30) days after written notice from Tenant (or such shorter period as may be appropriate in the case of an emergency), Tenant shall have the right, but not the obligation, to complete such repairs on Landlord's behalf in which case Landlord shall reimburse Tenant for all reasonable costs and expenses incurred by Tenant in curing such failure within thirty (30) days after written demand by Tenant.

8. **Intentionally omitted.**

9. **Casualty and Condemnation.**

9.1 **Damage by Fire or Other Casualty.**

(a) **Restoration.** If the Building shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord to the extent it knows of such damage, and Landlord, subject to the conditions set forth in this Section, shall repair, rebuild or replace such damage and restore the Building to substantially the same condition in which it was immediately prior to such damage or destruction; provided, however, that Landlord shall only be obligated to restore such damage to the extent of proceeds available to Landlord under the fire and other extended coverage insurance policies maintained by Landlord at Tenant's expense pursuant to the provisions of this Lease.

(b) **Time.** The work shall be commenced promptly and completed with due diligence, taking into account the time required by Landlord to effect a settlement with, and procure insurance proceeds from, the insurer, and for delays beyond Landlord's reasonable control. If there is damage or destruction to the Demised Premises, Landlord shall furnish to Tenant, promptly after the casualty, the estimate of a reputable contractor of the time necessary to rebuild and restore. If such estimated time exceeds ninety (90) days, Tenant may terminate this Lease by written notice to Landlord. If Tenant does not so terminate, or if said termination provisions do not apply, this Lease shall remain in effect regardless of whether the actual restoration time differs from the estimate; provided, however, if such restoration if not completed within one hundred eighty (180) days after the occurrence of the same, Tenant shall have the right to terminate this Lease by written notice to Landlord. Notwithstanding anything contained herein to the contrary, if any such damage to the Building or the Demised Premises occurs in the last year of the Term, then Tenant shall have the right to terminate this Lease by written notice to Landlord.

(c) **Proceeds.** The net amount of any insurance proceeds (excluding proceeds received pursuant to a rental coverage endorsement) recovered by reason of the damage or destruction of the Building or Demised Premises in excess of the cost of adjusting the insurance claim and collecting the insurance proceeds (such excess amount being hereinafter called the "net insurance proceeds") shall be applied towards the reasonable cost of restoration. If in Landlord's reasonable opinion the net insurance proceeds available to Landlord will not be adequate to complete such restoration, Landlord shall have the right to terminate this Lease and all the unaccrued obligations of the parties hereto by sending a written notice of such termination to Tenant within sixty (60) days of such damage or destruction, the notice to specify a termination date no less than ten (10) days after its transmission; provided, however, that if the damage relates only to the Demised Premises and occurs prior to the last eighteen (18) months of the Term, Tenant may require Landlord to withdraw the notice of termination by agreeing to pay the cost of restoration in excess of the net insurance proceeds and by giving Landlord adequate security for such payment prior to the termination date specified in Landlord's notice of termination. If the net insurance proceeds are more than adequate, the amount by which the net insurance proceeds exceed the cost of restoration will, to the extent covered by Tenant's insurance policies and applicable to Tenant's personalty, be retained by Tenant, and otherwise will be retained by Landlord or applied to repayment of any mortgage secured by the Building.

(d) **Tenant's Property.** Landlord's obligation or election to restore the Building under this Section shall not include the repair, restoration or replacement of the fixtures, improvements, alterations, furniture or any other property owned, installed, made by, or in the possession of Tenant.

(e) **Abatement.** Tenant will receive an abatement of its Base Rent and additional rent to the extent and during the time the Building, the Demised Premises or any portion thereof is rendered untenantable due to casualty.

9.2 **Condemnation**

(a) **Termination.** If (i) all of the Demised Premises is covered by a condemnation; or (ii) if any part of the Demised Premises is covered by a condemnation and the remainder thereof (after taking into account any restoration which Landlord has agreed to perform, if any) is insufficient in Tenant's reasonable judgment for the reasonable operation therein of Tenant's business; or, (iii) if any of the Demised Premises is covered by a condemnation and, in Landlord's reasonable opinion, it would be impractical or the condemnation proceeds available to Landlord are insufficient to restore the remainder of the Demised Premises; then, in any such event, this Lease shall terminate and all obligations hereunder shall cease as of the date upon which possession is taken by the condemnor and the 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. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation in accordance with Section 9.2(c) below.

(b) **Partial Condemnation.**

(i) If there is a partial condemnation and this Lease has not been terminated pursuant to Section 9.2(a) hereof, then Landlord shall restore the Building and Building improvements to a condition and size as nearly comparable, as reasonably possible, to the condition and size thereof immediately prior to the date upon which possession shall have been taken by the condemnor. If the condemnation proceeds are more than adequate to cover the cost of restoration and the Landlord's expenses in collecting the condemnation proceeds, any excess proceeds shall be applied first to repayment of any mortgage secured by the Building or the Demised Premises and thereafter shared between Landlord and Tenant as provided in Section 9.2(c) below.

(ii) If there is a partial condemnation and this Lease has not been terminated by the date upon which the condemnor shall have obtained possession, then the obligations of Landlord and Tenant under this Lease shall be unaffected by such condemnation except that there shall be an equitable abatement for the balance of the Term of the Base Rent and additional rent according to the value of the Building before and after the date upon which the condemnor shall have taken possession. If the parties are unable to agree upon the amount of such abatement, either party may submit the issue to arbitration in accordance with Section 27.4 hereof.

(c) **Award.** 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 and moving expenses; provided and to the extent, however, that such claims or payments do not reduce the sums otherwise payable by the condemnor to Landlord. Except as aforesaid, Tenant hereby waives all claims against Landlord and Tenant hereby assigns to

Landlord all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in value of Tenant's leasehold interest.

(d) **Temporary Taking.** If the condemnor should take only the right to possession for a fixed period of time or for the duration of an emergency or other temporary condition, then, notwithstanding anything hereinabove provided, this Lease shall continue in full force and effect without any abatement of rent, but the amounts payable by the condemnor with respect to any period of time prior to the expiration or sooner termination of this Lease shall be paid by the condemnor to Landlord and the condemnor shall be considered a subtenant of Tenant. Landlord shall apply the amount received from the condemnor applicable to the rent due hereunder net of costs to Landlord for the collection thereof, or as much thereof as may be necessary for such purpose, toward the amount due from Tenant as rent for that period; and, Tenant shall pay to Landlord any deficiency between the amount thus paid by the condemnor and the amount of the rent, or Landlord shall pay to Tenant any excess of the amount of the award over the amount of the rent.

10. **Intentionally omitted.**

11. **Intentionally omitted.**

12. **No Waivers.** Failure by any party in any instance to insist upon the strict performance of any one or more of the obligations of any other party under this Lease, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by such party of any other party's defaults or breaches hereunder or of any of such party's rights and remedies by reason of such defaults or breaches, or a waiver or relinquishment for the future of the requirement of strict performance of any and all of the other entity's obligations hereunder. Further, no payment by Tenant or receipt by Landlord of a lesser amount than the correct amount or manner of payment of Rental due hereunder shall be deemed to be other than a payment on account, or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Landlord may accept any checks or payments as made without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or otherwise provided at law or equity.

13. **Notices.** Any notice, statement, demand, consent, approval, advance or other communication required or permitted to be given, rendered or made by any party to the other parties, pursuant to this Lease or pursuant to any applicable law or requirement of public authority (collectively, "communications") shall be in writing and shall be deemed to have been properly given, rendered or made only if sent by personal delivery, receipted by the party to whom addressed, or certified mail, return receipt requested, posted in a United States post office station in the continental United States, or by reputable overnight delivery service, addressed to Tenant or Landlord at their address first above written. All such communications shall be deemed to have been given, rendered or made when delivered and receipted by the party to whom addressed, in the case of personal delivery, or three (3) business days after the day so mailed or one (1) business day after overnight delivery service. Any party may, by notice as aforesaid, designate a different address or addresses for communications intended for it. Any

communication from one party hereunder shall be simultaneously given to each of the other parties hereunder.

14. **Broker.** Each party hereto covenants, warrants and represents to the other party that it has had no dealings, conversations or negotiations with any broker other than Newmark Grubb Knight Frank, as agent for Landlord ("Landlord Broker") and Markeim-Chalmers, as agent for Tenant ("Tenant Broker" and collectively with the Landlord Broker, sometimes herein called "Brokers"), concerning the execution and delivery of this Lease. Each party agrees to indemnify and hold harmless the other party against and from any claims for any brokerage commissions and all costs, expenses and liabilities in collection therewith, including, without limitation, reasonable attorneys' fees and disbursements, arising out of its respective representations and warranties contained in this Section 14 being untrue. Tenant shall have no liability for any brokerage commissions due to the Brokers. The provisions of this Section 14 shall survive the expiration or earlier termination of the Term hereof.

15. **Disclaimer.** Except as expressly set forth in this Lease, Tenant acknowledges and agrees that Landlord has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (a) the nature, quality or condition of the Demised Premises, (b) the suitability of the Demised Premises for any and all activities and uses which Tenant may conduct thereon, (c) the compliance of or by the Demised Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (d) the manner or quality of the construction or materials, if any, incorporated into the Demised Premises, (e) the manner, quality, state of repair or lack of repair of the Demised Premises, (f) compliance with any environmental Laws or any pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the Demised Premises of Hazardous Substances, or (g) any other matter with respect to the Demised Premises. Additionally, unless expressly set forth herein, no person acting on behalf of Landlord is authorized to make, and by execution hereof Tenant acknowledges that no person has made (except as otherwise set forth herein), any representation, agreement, statement, warranty, guaranty or promise regarding the Demised Premises or the transaction contemplated herein; and no such representation, warranty, agreement, guaranty, statement or promise if any, made by any person acting on behalf of Landlord will be valid or binding upon Landlord. Notwithstanding the foregoing, Tenant shall not be responsible for Landlord's actions or omissions with respect to the Demised Premises or Landlord's obligations under this Lease before the date hereof or after the expiration of this Lease. Notwithstanding anything to the contrary contained herein, Landlord represents and warrants that as of the Commencement Date, the Demised Premises shall be in compliance with all Laws, including, without limitation, the Americans with Disabilities Act.

16. **Intentionally omitted.**

17. **Assignment, Subletting and Mortgaging.**

17.1 **Assignment and Subletting.** Tenant shall not assign, mortgage, pledge or encumber this Lease, or sublet the whole or any part of the Demised Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall be deemed granted if Landlord fails to respond to a request for consent within thirty (30) days after Tenant's request for consent, except Tenant may assign this Lease or sublet all or part of the Demised Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant. Any assignment, mortgage, pledge, encumbrance or sublet attempted without the consent of Landlord as required under this Lease shall be void and shall not confer any rights, benefits or privileges to the attempted grantee, unless ratified or accepted by Landlord in writing. No partial assignment shall be permitted under any circumstances. In the event of any assignment of this Lease made with or without Landlord's consent, Tenant nevertheless shall remain liable for the performance of all of the terms, conditions and covenants of this Lease.

17.2 **Intentionally Deleted.**

17.3 **Assumption.** If Landlord gives its consent to any sublease or assignment (where such consent is required), it shall be a condition to the effectiveness of such sublease or assignment that a fully executed copy thereof (in form and substance reasonably approved by Landlord) be delivered to Landlord, and that any assignee execute and deliver to Landlord an assumption of liability agreement in form reasonably satisfactory to Landlord; including an assumption by the assignee of all of the obligations of Tenant and the assignee's ratification of an agreement to be bound by all the provisions, waivers, terms and conditions of this Lease. Consent to a subletting or assignment, in any one instance, shall not be deemed a consent to any further subletting or assignment. Tenant hereby collaterally grants, transfers and assigns to Landlord all rights, title and interest of Tenant in and to any existing or future subleases, together with all rents and other payments arising out of any such subleases, for the purpose of securing all payments of rent by Tenant and the performance of all of Tenant's obligations under this Lease, provided that so long as no default shall exist under this Lease beyond any applicable notice, grace or cure period, Tenant shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents and other sums due under any such sublease.

17.4 **Assignment to Affiliates.** Landlord shall not withhold its consent to an assignment or subletting to an affiliate of Tenant or to any party resulting from a merger or consolidation with Tenant or any of its divisions, subsidiaries or affiliates or to any party that purchases substantially all of Tenant's, or all of a certain division of Tenant's assets and assumes substantially all of Tenant's liabilities or the liabilities of that division.

18. **Insurance.**

18.1 **Required Coverage.** Tenant shall provide and maintain, at Tenant's sole cost and expense, during the Term of this Lease, with an insurance company or companies licensed to do business in the State of New Jersey:

(a) commercial general liability insurance covering accidents or occurrences in, upon or about the Demised Premises, in an amount at least equal to Three Million Dollars ($3,000,000) with respect to injury or death, combined single limit, and One Million Dollars ($1,000,000) with respect to property damage;

(b) workmen's compensation insurance in statutory amounts or other insurance against liability arising from claims of any of Tenant's employees and contractors, and business interruption insurance in amounts determined by Tenant; and

(c) insurance covering at least 100% of the value of Tenant's office furniture, trade fixtures, office equipment, merchandise, and all other items of Tenant's property on the Demised Premises against loss by fire and extended coverage type risks.

18.2 **Insureds.** All policies of insurance required herein shall name Tenant as insured, and Landlord and Landlord's mortgagee(s) as additional insureds, as their interest may appear (except as to business interruption, contents and workmen's compensation insurance which shall name Tenant only). Tenant shall deliver original policies of insurance or certificates thereof to Landlord on or prior to the Commencement Date and thereafter at least 30 days prior to expiration of the applicable policy.

18.3 **Casualty Insurance.** Landlord shall provide and maintain insurance on the full replacement cost of the Building, exclusive of foundations, and all improvements, fixtures, machinery and equipment in or upon the Demised Premises, against loss or damage under "all-risk" coverage (including without limitation lighting, windstorm, water damage, vandalism, malicious mischief and boiler explosion) and rent insurance sufficient to cover the Base Rent and additional rent payable to Landlord hereunder for a period of two (2) years. All proceeds payable at any time by any such insurance company shall be payable to, and losses shall be adjusted solely by, Landlord. Landlord shall at all times during the Term also maintain in full force and effect with respect to the Property from insurance companies admitted in New Jersey commercial general liability insurance, covering injury to person and property in amounts at least equal to Two Million Dollars ($2,000,000) per occurrence and annual aggregate limit for bodily injury and Two Million Dollars ($2,000,000) per occurrence and annual aggregate limit for property damage (which insurance obligation may be satisfied in part by an umbrella policy).

18.4 **Waiver of Subrogation.** Each of the parties hereto hereby releases the other, to the extent of the releasing party's insurance coverage, from any and all liability for any loss or damage covered by such insurance carried by either party (or required to be covered hereunder) which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees.

19. **Defaults; Remedies.**

19.1 **Insolvency.** The following shall constitute a breach of this Lease by Tenant, for which Landlord shall have, without need of further notice, the rights enumerated in Section 19.2: (i) the appointment of a receiver or trustee to take possession of all or a substantial portion of the assets of Tenant, or (ii) an assignment by Tenant for the benefit of creditors, or (iii) the institution by or against Tenant of any proceedings for bankruptcy or reorganization under any state or federal law (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution), or (iv) any execution issued against a significant portion of the assets of Tenant or against Tenant's leasehold interest hereunder which is not stayed or discharged at least thirty (30) days prior to a scheduled execution sale.

19.2 **Events of Default.** The following shall constitute "Events of Default" by Tenant, for which Landlord shall have the rights enumerated below in this Section 19.2: (i) Tenant shall fail to pay rent or any other regularly scheduled sum payable to Landlord hereunder when due, and such default shall continue uncured for more than five (5) days after notice from Landlord, or (ii) Tenant shall fail to pay any other sum payable to Landlord hereunder within thirty (30) days after billing or written demand from Landlord; or (iii) Tenant shall fail to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days (or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure) after written notice thereof by Landlord.

If any of the foregoing Events of Default shall occur (notwithstanding any former breach of covenant or waiver thereof in a former instance), then Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter:

(a) upon ten (10) days' notice to Tenant, and subject to the limitation set forth in Section 19.3 declare to be immediately due and payable, on account of the rent and other charges herein reserved for the balance of the term of this Lease (taken without regard to any early termination of the term on account of default), a sum equal to the Accelerated Rent Component (as hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided; and/or

(b) whether or not Landlord has elected to recover the Accelerated Rent Component, terminate this Lease on at least ten (10) days' notice to Tenant and, on the date specified in the notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Demised Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

19.3 **Accelerated Rent Component.** For purposes hereof, the Accelerated Rent Component shall mean the aggregate of:

(a) all rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component;

(b) the Base Rent reserved for the then entire unexpired balance of the term of this Lease (taken without regard to any early termination of the term by virtue of any default), plus all other charges; payments, costs and expenses herein agreed to be paid by Tenant up to the end of the term which shall be capable of precise determination at the time of Landlord's election to recover the Accelerated Rent Component, discounted to present value at the rate of interest on a thirty (30) day United States Treasury Bill at the time of acceleration; plus

(c) Landlord's good faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the term which shall not be capable of precise determination as aforesaid, discounted to present value at the aforesaid rate of interest.

19.4 **Re-entry.** In any case in which this Lease shall have been terminated, or in any case in which Landlord shall have elected to recover the Accelerated Rent Component and any portion of such sum shall remain unpaid, Landlord may, without further notice, enter upon and repossess the Demised Premises, by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the rents and profits therefrom. Landlord may, in its own name, as agent for Tenant, if this Lease has not been terminated, or on its own behalf, if this Lease has been terminated, relet the Demised Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and provisions (which may include concessions or free rent) as Landlord in its sole discretion may determine. Landlord may, in connection with any such reletting, cause the Demised Premises to be redecorated, altered, divided, consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Demised Premises.

19.5 **Continuing Liability**. Tenant shall, with respect to all periods of time up to and including the expiration of the Term of this Lease (or what would have been the expiration date in the absence of default or breach) remain liable to Landlord as follows:

(a) In the event of termination of this Lease on account of Tenant's default or breach, Tenant shall remain liable to Landlord for damages equal to the rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting after deducting all costs incident thereto (including without limitation all repossession costs, brokerage and management commissions, operating and legal expenses and fees, alteration costs and expenses of preparation for reletting) and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord, at Landlord's option, monthly upon presentation to Tenant of a bill for the amount due or at such other intervals or times as Landlord shall determine.

(b) In the event and so long as this Lease shall not have been terminated after default or breach by Tenant, the rent and all other charges payable under this Lease shall be reduced by the net proceeds of any reletting by Landlord (after deducting all costs incident thereto as above set forth) and by any portion of the Accelerated Rent Component paid by Tenant to Landlord (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), and any amount due to Landlord shall be payable monthly, at Landlord's option, upon presentation to Tenant of a bill for the amount due, or at such other intervals or times as Landlord shall determine.

19.6 **Credit.** If Landlord shall, after default or breach by Tenant, recover the Accelerated Rent Component from Tenant and it shall be determined at the expiration of the Term of this Lease (taken without regard to early termination for default) that a credit is due Tenant because the net proceeds of reletting, as aforesaid, plus the amounts paid to Landlord by Tenant exceed the aggregate of rent and other charges accrued in favor of Landlord to the end of the Term, Landlord shall refund such excess to Tenant, without interest, promptly after such determination.

19.7 **Duty to Relet.** If Tenant shall deliver possession of the Demised Premises to Landlord following an Event of Default, Landlord shall use reasonable commercial efforts to re-lease same, but Landlord shall in no event be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due upon a reletting.

19.8 **Bankruptcy.** Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

19.9 **Non-Waiver.** No waiver by Landlord of any breach by Tenant or any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach.

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

20. **Holding Over.** If Tenant, or any person claiming through Tenant, shall continue to occupy the Demised Premises after the expiration or earlier termination of the Term, such occupancy shall be deemed to be under a month-to-month tenancy under the same terms and conditions set forth in this Lease; except, however, that the Base Rent during such continued occupancy shall be one hundred fifty percent (150%) of the amount in effect immediately prior to expiration. The foregoing provisions shall not limit any damages or other relief to which Landlord shall be entitled as a result of the holdover, which shall constitute a default hereunder and shall be subject to all the remedies set forth in Section 19 hereof. A holdover shall not be presumed to create an extension of the term for any fixed period, except as otherwise agreed in writing by Landlord and Tenant.

21. **Non-Disturbance Agreement.** Landlord represents to Tenant that as of the date hereof the Building and the land which the Building is located on is not subject to or encumbered by a mortgage, ground lease or other primary encumbrance.

22. **Miscellaneous.**

22.1 **Intentionally omitted.**

22.2 **Invalid Provisions**. In the event that any provision of this Lease shall be held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Lease shall be unaffected thereby.

22.3 **Headings**. The paragraph headings appearing herein are for purpose of convenience only and are not deemed to be a part of this Lease.

22.4 **Intentionally omitted.**

22.5 **Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

22.6 **Parking Areas.** Automobile parking for the Building shall be available in the common paved parking areas adjoining the Building as depicted in Exhibit H and in compliance and consistent with the Town Center Declarations.

22.7 **Additional Charges.** All sums payable by Tenant under this Lease whether or not stated to be additional rent shall be collectable by Landlord as rent, and in the Event of Default thereof, Landlord shall have the same rights and remedies as for failure to pay rent.

22.8 **Authority.** The undersigned individuals who executed this Lease on behalf of Tenant hereby certify that the execution of this Lease by Tenant has been duly authorized, with all necessary corporate actions, resolutions, consents and approvals, as the case may be, having been obtained heretofore, and that, subject to execution and delivery by Landlord, this Lease is legally binding on the Tenant in accordance with its terms. The undersigned individuals who executed this Lease on behalf of Landlord hereby certify that the execution of this Lease by Landlord has been duly authorized, with all necessary corporate actions, resolutions, consents and approvals, as the case may be, having been obtained heretofore, and that, subject to execution and delivery by Tenant, this Lease is legally binding on the Landlord in accordance with its terms.

22.9 **Time of the Essence.** When either Tenant or Landlord shall be required to take an action or give notice within a specific amount of time or by a specified date, except where further qualified herein, such specified times shall be deemed to be of the essence of this Lease.

23. **Renewal Options.**

23.1 **One-Year Renewal.** The renewal term shall be for a one (1)-year period commencing on the day immediately following the Expiration Date of the Term of the Lease and expiring on the day immediately preceding the first (1) anniversary thereof. Base Rent during the One-Year Renewal is $[redacted]per RSF. The Base Year shall be 2016. During the renewal term, Tenant shall be responsible for its Proportionate Share of Building electricity costs.

23.2 **Five-Year Renewal.** The renewal term shall be for a five (5)-year period commencing on the day immediately following the Expiration Date of the Lease and expiring on the day immediately preceding the fifth (5^{th}) anniversary thereof.

(a) The Base Rent during the Five-Year Renewal term shall be 95% of the current fair market rent for renewals for comparable space in similar buildings within a five (5)-mile radius of the Property, but in no event less than the Base Rent for the final month prior to the Expiration Date and the Base Rent for subsequent years of the renewal term shall increase consistent with the then fair market annual escalation ("Fair Market Rental"). Landlord shall determine the Fair Market Rental using its good faith judgment and shall provide written notice of such Fair Market Rental within fifteen (15) days after Tenant's exercise notice pursuant to this Section. Tenant shall thereupon have the following options: (i) to accept such proposed Fair Market Rental or (ii) to notify Landlord in writing that Tenant objects to the proposed rental rate. Tenant must provide Landlord with written notification of its election within fifteen (15) business days after Tenant's receipt of Landlord's notice, otherwise Tenant shall be deemed to have elected clause (i) above. If Tenant objects to Landlord's proposed Fair Market Rental in accordance with clause (ii) above, Landlord and Tenant will attempt to negotiate a mutually acceptable rental rate within fifteen (15) days following notification by Tenant, and if such negotiations have not been concluded within such fifteen (15) day period, either party may require an independent determination of the Fair Market Rental for the Renewal Term by giving written notice to the other party no later than five (5) days after the expiration of the fifteen (15) day period, which notice shall designate a MAI real estate appraiser or real estate broker with at least ten (10) years' experience in the leasing of similar properties in the Voorhees market area ("Qualified Appraiser"). Within ten (10) days after receipt of such notice, the other party to this Lease shall select a Qualified Appraiser and give written notice of such selection to the initiating party. If the two (2) Qualified Appraisers fail to agree upon the Fair Market Rental consistent with this Section within ten (10) days after selection of the second Qualified Appraiser, the two (2) Qualified Appraisers shall select a third (3^{rd}) Qualified Appraiser to determine the Fair Market Rental consistent with this Section within ten (10) days after the appointment of the third (3rd) Qualified Appraiser. The Fair Market Rental applicable to the Renewal Term shall be equal to the arithmetic average of the three (3) determinations; provided, however, that if one (1) Qualified Appraiser's determination deviates by more than five percent (5%) from the median of the three (3) determinations, the Fair Market Rental shall be an amount equal to the average of the other two determinations. The determination of the Fair Market Rental in accordance with the foregoing shall be final, binding and conclusive on Landlord and Tenant. The parties shall each pay the costs and expenses of their appointed Qualified Appraiser and shall split evenly the costs and expenses of the third (3rd) Qualified Appraiser.

23.3 **Notice.** Tenant shall provide Landlord with no less than twelve (12) months written notice prior to the Expiration Date of its acceptance of a Tenant Renewal Option. The written notice must specify which Tenant Renewal Option Tenant is accepting. If Tenant fails to notify Landlord of its acceptance of a Tenant Renewal Option within twelve (12) months of the Expiration Date, the Lease shall terminate on the Expiration Date.

23.4 Except as set forth in this Section, there shall be no further options to renew the Term of the Lease.

24. **Intentionally omitted.**

25. **Alterations.**

25.1 **Trade Fixtures.** Subject to the provisions of Section 1.2 hereof, Tenant shall have the right to install in the Building and the Demised Premises its equipment and trade fixtures from time to time during the Term of this Lease; provided, however, that no such installation or removal thereof shall adversely affect the structural portion or mechanical or electrical systems of the Building and that Tenant shall repair and restore any damage or injury to the Building or the Demised Premises caused thereby. All trade fixtures and equipment installed by or for Tenant in the Demised Premises shall remain the property of Tenant.

25.2 **General Restrictions.** Tenant shall not make any alterations, additions, installation, substitutions, improvements or the like to the Demised Premises except as permitted under the following provisions. Tenant, at its sole cost and expense, may make Non-Material Alterations (hereafter defined) to the Building and the Demised Premises, subject to the applicable requirements set forth in this Lease, but without Landlord's consent. "Non-Material Alterations" shall mean non-structural, interior changes (including cosmetic changes) to the Building and the Demised Premises which do not adversely affect any Building systems. In addition, Tenant, at its sole cost and expense, may make other alterations, improvements or additions to the Building and the Demised Premises (each, a "Material Alteration") subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, but which consent may be conditioned on Tenant's performance of such work in accordance with reasonable recommendations by Landlord's consultants. Tenant shall not make or permit to be made (i) any Material Alterations or (ii) any Non-Material Alterations which affect any Building system or cost more than $160,000, without on each occasion first presenting to Landlord plans, specifications and any necessary permits therefor at least ten (10) days in advance of commencing construction thereof. In any event, in making any alterations or improvements: (i) Tenant shall supply any necessary permits and certificates of insurance therefor; (ii) such alterations and improvements shall not impair the structural strength of the Building or any other improvements, or reduce the value of the Demised Premises, or (without Landlord's consent) affect the outside appearance of the Building, or adversely affect the proper functioning of the HVAC, plumbing, sprinkler, electrical, sanitary or other systems of the Building; (iii) Tenant shall take or cause to be taken all steps that are required by Section 25.3 hereof and that are required or permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialman's lien upon the Demised Premises or Building; (iv) Tenant shall use a contractor reasonably acceptable to Landlord; and (v) the work is performed so as to cause minimum annoyance or disruption to the other occupants of the Town Center. Any and all alterations, improvements and additions to the Building which are constructed, installed or otherwise made by Tenant shall be the property of Tenant until the expiration or sooner termination of this Lease. Upon expiration or termination of the Lease, all alterations and additions shall remain on the Demised Premises and become the property of Landlord without payment therefor by Landlord, except that Landlord may require Tenant to remove any particular alterations and improvements requiring Landlord's consent which are unusual for office use if at the time of granting consent thereto Landlord shall have notified Tenant that Tenant must remove the same upon the termination of this Lease.

25.3 **Mechanics' Liens.** Tenant shall promptly pay any contractors and materialmen who supply labor, work or materials to Tenant at the Demised Premises so as to prevent the possibility of a lien attaching to the Demised Premises or any portion thereof. Tenant shall take all steps permitted by law in order to avoid the imposition of any such mechanic's, laborer's or materialman's lien. Should any such lien or notice of lien be filed, Tenant shall bond against or discharge the same within thirty (30) days after the lien or claim is filed or formal notice of the lien or claim has been issued regardless of the validity of such lien or claim. Nothing in this Lease is intended to authorize Tenant to do or cause any work or labor to be done or any materials to be supplied for the account of Landlord, or to allow any mechanics lien to attach to Landlord's interest, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout this Lease the term "mechanic's lien" is used to include any lien, encumbrance or charge levied or imposed upon the Demised Premises or any interest therein or income therefrom on account of any mechanic's, laborers or materialman's lien or claim or arising out of any debt or liability to or any claim or demand of any contractor, mechanic, supplier, materialman or laborer. Notwithstanding the foregoing, Tenant may contest any mechanics' lien or liens upon the deposit by Tenant with Landlord of an indemnity bond issued by a corporate surety in an amount equal to the amount of the lien claim, if such procedure shall be acceptable to the then existing mortgagee(s) of the Demised Premises. Such bond shall name Landlord and such other parties as Landlord may direct as obligees thereunder.

25.4 **Charges for Common Area Maintenance ("CAM").** Tenant shall have no obligation to pay any amount designated for maintenance of the Common Areas within the Town Center. Notwithstanding the foregoing, Landlord may allocate a portion of the Rent payable hereunder towards the payment of such Common Areas maintenance costs.

26. **Intentionally Deleted.**

27. **Interpretation.**

27.1 **Intentionally omitted.**

27.2 **Entire Agreement.** This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Demised Premises or the Town Center. This Lease supersedes all prior negotiations, agreements, informational brochures, letters, promotional information and other statements and materials made or furnished by Landlord or its agents. The submission of this Lease by Landlord, its attorneys or agents, for examination or for execution by Tenant, does not constitute a reservation of (or option for) the Demised Premises in favor of Tenant; and Tenant shall have no right or interest in the Demised Premises, and Landlord shall have no liability hereunder, unless and until this Lease is executed and delivered by Landlord and Tenant. No rights, easements or licenses are acquired in the Demised Premises by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun, singular number, shall include the masculine, feminine and neuter genders and the singular and plural number.

27.3 **Exhibits.** Each writing or plan referred to herein as being attached hereto as an Exhibit or otherwise designated herein as an Exhibit hereto is hereby made a part hereof.

27.4 **Arbitration.** Wherever arbitration is set forth herein as the appropriate resolution of a dispute, the issues in question shall be submitted for arbitration to the American Arbitration Association in the city nearest to the Demised Premises in which offices of the American Arbitration Association are located. Landlord and Tenant will comply with the American Arbitration Association's rules then in effect and the determination of award rendered by the arbitrator[s] shall be final, conclusive and binding upon the parties and not subject to appeal, and judgment thereon may be entered in any court of competent jurisdiction. Either Landlord or Tenant may require, at its option, that a panel of three arbitrators instead of a single arbitrator be designated, so long as such requirement is consistent with the American Arbitration Association's rules. Fees, costs and expenses of the arbitrators(s) shall be borne by the party against whom the arbitration shall be determined, or in such proportions as the arbitrator[s] shall designate.

28. **Town Center Declarations.** Tenant acknowledges that the Demised Premises has been or is intended to be subject to the terms of a certain declaration of covenants, easements and restrictions, created for the harmonious, orderly and efficient operation and development of the Town Center (referred to in this Lease as the "Town Center Declarations"). A list of the Town Center Declarations are attached hereto as Exhibit C and shall be subject to amendment for the purpose of integrating therein the Demised Premises and other property adjacent to the Town Center, and to clarify the provisions therein as they pertain to the Demised Premises. Tenant acknowledges that the Town Center is subject to further development. Consequently, the Town Center Declarations shall be subject to further revision, amendment or restatement from time to time, although no such revision, amendment or restatement may materially and adversely affect (i) the rights or obligations granted to Tenant in this Lease, (ii) Tenant's use of the Demised Premises as described in this Lease, (iii) the Tenant's rights and obligations with respect to the Common Areas of the Building, (iv) the Tenant's right to use all of the facilities within the Common Areas of the Building, and (v) the Tenant's right to use the parking spaces and parking facilities as depicted in Exhibit H and provided in that certain Office Parcel Easement Agreement, Covenants and Restrictions recorded on or about the date hereof.

29. **Utilities.**

29.1 **Utility Services.** Tenant shall pay to Landlord, within thirty (30) days of billing and receipt of reasonable back-up documentation in connection therewith), a charge for electricity, which shall be a share of the total electricity charges for the Building, after subtracting an amount equitably determined by Landlord to be allocated to unoccupied space in the Building, such share of the total electricity charges being equal to the rentable area of the Demised Premises divided by the total rentable area of all occupied space in the Building. Notwithstanding anything to the contrary contained herein, Landlord shall, at its sole cost and expense (and not subject to the Allowance and not to be included in Annual Operating Costs) and on or before December 31, 2016, install a separate submeter in the Demised Premises to measure Tenant's consumption of electricity utility services. Upon completion of the installation of such submeter, Tenant shall pay all charges for demand, use and consumption as and when billed by the utility company, or, if billed by the utility company to Landlord, as and when billed by Landlord (without markup), based upon the measured usage. It is understood that electricity for heat and conditioned air within the Demised Premises is to be included within Tenant's electricity charge and that the heating system will be kept at certain minimum levels during the cold season of each year to maintain the safe condition and operation of the systems and components of the Building. Landlord shall furnish, or cause to be furnished, heat, ventilation and air-conditioning to the Demised Premises twenty-four (24) hour per day, seven (7) days per week as, in Tenant's reasonable judgment, is necessary for the comfortable use and occupancy of the Demised Premises. Upon the prior written request of Tenant, Tenant shall have the right to audit the charges for electricity charges provided for herein and Landlord shall give Tenant access to all relevant information reasonably necessary to perform such audit.

29.2 **Limitation Regarding Services.** In the event of any interruption or suspension of service of any of the heating, ventilating, air conditioning, electric, sanitary, elevator or other Building systems, whenever and for so long as may be necessary by reason of accident, emergencies, strikes or the making of repairs or changes, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause whether similar or dissimilar to the foregoing, including without limitation mechanical failure and governmental restrictions on the use of materials or the use of any of the Building systems, Landlord shall have no liability to Tenant. In each instance, however, Landlord shall exercise reasonable diligence to the extent practicable and within Landlord's control to eliminate the cause of interruption and to effect restoration of service. Tenant shall not be entitled to any diminution or abatement of rent or other compensation or damages nor shall this Lease or any of the obligations of the Tenant be affected or reduced by reason of the interruption, stoppage or suspension of any of the Building systems or services arising out of the causes set forth in this Section. Notwithstanding the foregoing, if any utility services that are furnished throughout the Demised Premises are interrupted such that it is infeasible for Tenant to operate its business at the Demised Premises for more than one (1) day due to the negligent acts or omissions of Landlord, its agents, employees or contractors or the willful misconduct of Landlord, its agents, employees or contractors, all Rental payable under the Lease shall be equitably abated until the date the service interruption is completely restored.

30. **Janitorial and Other Services.** Landlord will provide Tenant with trash removal and janitorial services pursuant to the cleaning schedule attached hereto as Exhibit D, the cost of which shall be included in Annual Operating Costs. Janitorial service shall be daily Monday through Friday. Any supplemental janitorial services required by Tenant shall be arranged for and paid by Tenant, either with Landlord's janitorial contractor or another firm reasonably approved by Landlord.

31. **Governmental Regulations.**

31.1 **General.** At the Commencement Date, the Demised Premises will be delivered by Landlord in compliance with all laws, ordinances, notices, orders, rules, regulations and requirements of any federal, state or municipal government or any department, commission, board or officer thereof (collectively, "Laws"). Notwithstanding the foregoing, Tenant shall be responsible for the compliance with Laws respecting all alterations and improvements made by

Tenant or Tenant's contractors, agents or employees, whether made during early entry prior to the Commencement Date or thereafter.

31.2 **Environmental.** Tenant shall not use, generate, store, treat, dispose of, or otherwise introduce into, on or about the Demised Premises or Town Center any "Hazardous Substances" (as hereinafter defined), nor shall Tenant cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., and any other applicable federal, state or local laws or ordinances, and in the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, including without limitation any polychlorinated biphenyls (PCB's), urea formaldehyde, or asbestos, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. However, the foregoing restrictions shall not apply to the storage and use of common office and cleaning supplies necessary for routine office operations, which are properly and lawfully stored in reasonable quantities ("Permitted Substances"). Tenant agrees to clean up all Hazardous Substances (other than Permitted Substances) on the Demised Premises or Town Center if caused by Tenant (or if Tenant shall be otherwise responsible therefor) in a manner which shall comply with all applicable environmental laws and requirements. Upon request, Tenant shall cooperate with Landlord in furnishing to a governmental authority any information which may be required regarding environmental matters. Tenant shall indemnify and hold Landlord harmless from any loss, damage or liability arising out of its non-compliance with the provisions of this Section. The provisions of this Lease regarding environmental matters shall survive the expiration or sooner termination of this Lease.

Landlord represents that, to its actual knowledge as of the date hereof, the Demised Premises are free of any Hazardous Substances in violation of any applicable environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant from any claims, judgments, damages, penalties, costs, liabilities or loss, including, but not limited to, reasonable attorney's fees, arising during or after the Term of this Lease from or in connection with (i) the breach of any environmental Laws by Landlord and/or its agents, employees or contractors, or (ii) the presence of Hazardous Substances in, under, or on the Demised Premises and/or Building, unless the Hazardous Substances are present as a result of the actions or inactions of Tenant and/or its agents, contractors or employees. In the event of any enforcement, clean-up or other regulatory action mandated by any governmental authority with respect to the presence of Hazardous Substances in, upon or about the Building, and the presence of such Hazardous Substances was not caused by Tenant or its agents, employees or contractors, then Landlord shall be responsible for compliance with such action.

32. **Signs.** No signs shall be placed, erected, maintained or painted by Tenant at any place upon the Demised Premises which are visible from the exterior of the Building, without the prior written consent of Landlord as to the size, design, color, location, content, composition or material thereof. Landlord's consent shall not be unreasonably withheld, conditioned or delayed, provided that the proposed sign is harmonious in Landlord's reasonable judgment with the

signage for other buildings in the Town Center. All signs (i) shall comply with applicable governmental requirements, including the Voorhees Township sign ordinance, (ii) shall comply with the Town Center Declarations, and (iii) shall be installed at Tenant's expense and maintained by Tenant at Tenant's cost in good condition during the Term of this Lease. Tenant shall remove all signs at the termination of this Lease and shall repair and restore any damage caused by the installation or removal thereof. Notwithstanding anything to the contrary, but provided the remaining terms and conditions of this Section are met, Landlord's consent shall not be unreasonably withheld, conditioned or delayed to signage for any permitted assignee or subtenant. Landlord shall be responsible for obtaining all governmental approvals for the building signage, but not for any content specific requirements. Notwithstanding anything to the contrary contained herein, Tenant shall have the right without Landlord's consent, at Tenant's expense, to place or install monument signs on or about the Common Areas for the Building, to the extent the same is permitted by applicable code, limited in size to Tenant's Proportionate Share of the size of all such signage permitted by applicable code, and such that it will not negatively affect the visibility, ingress/egress and/or use and occupancy of other tenant's premises in the Building.

33. **Landlord's Right of Entry.**

33.1 **General Rights.** Tenant shall permit Landlord and the authorized representatives of Landlord and of any mortgagee or any prospective mortgagee to enter the Building and the Demised Premises at all reasonable times, upon reasonable prior notice to Tenant (except in emergencies), for the purpose of (i) inspecting them or (ii) making any necessary repairs thereto and performing any other work which is required to be performed by Landlord, or which Tenant is required but has failed to perform with the timeframes set forth herein, and which Landlord elects to perform, provided that Landlord shall endeavor to ensure that such entry does not unreasonably interfere with the conduct of Tenant's business or its use of the Demised Premises. During the progress of any work on the Demised Premises or the Building, Landlord will attempt to minimize any inconvenience to Tenant, but except as set forth above, shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of making any repair or by bringing or storing materials, supplies, tools and equipment in the Demised Premises during the performance of any work, and the obligations of Tenant under this Lease shall not be thereby affected in any manner whatsoever.

33.2 **Prospects.** Landlord shall have the right at all reasonable times, upon reasonable advance notice to Tenant, to enter and to exhibit the Building and the Demised Premises for the purpose of sale or mortgage, and, during the last twelve (12) months of the Term of this Lease, to enter and to exhibit the Building and the Demised Premises to any prospective tenant.

34. **Indemnity.**

34.1 **Tenant's Indemnification of Landlord.** Tenant will indemnify Landlord and save Landlord (which, for purposes of this Section includes Landlord's managing agent, Landlord's affiliates and the respective partners, officers, employees and agents of Landlord, its managing agent and its affiliates) harmless from and against any and all claims, actions, damages, liability and expense (including without limitation reasonable fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property occurring on or within the Demised Premises or, if due to Tenant's negligent acts or omission, the areas outside of the Demised Premises, except in either event to the extent such loss, injury or damage was caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees. Without limiting the foregoing or any other waivers in favor of Landlord set forth in this Lease, Tenant will forever release and hold Landlord harmless from all claims arising out of damage to Tenant's property.

34.2 **Landlord's Indemnification of Tenant.** Subject to the provisions of Section 34.1 above, and to any other waivers, releases, or limitations as expressly set forth in this Lease, Landlord will indemnify Tenant (which, for purposes of this Section 34, includes Tenant's affiliates, officers, directors, agents, contractors and employees) and save Tenant harmless from and against any and all claims, actions, damages, liability and expense (including without limitation reasonable fees of attorneys, investigators and experts) in connection with the loss of life, bodily injury or damage to property (i) caused by the negligence of Landlord, its agents, contractors or employees, or (ii) occurring in areas within the Property and/or Town Center which are under Landlord's control, use and possession.

35. **Non-Abatement of Rent.** Except as otherwise expressly provided herein, there shall be no abatement or reduction of the Base Rent, additional rent or other sums payable hereunder for any cause whatsoever, and this Lease shall not terminate, and Tenant shall not be entitled to surrender the Demised Premises.

36. **Surrender.**

36.1 **Lease Termination.** Subject to the terms of Section 25 and Section 9 hereof, at the expiration or earlier termination of the Term hereof Tenant shall promptly yield up, clean and neat, and in the same condition, order and repair in which they are required to be kept throughout the Term hereof, the Demised Premises and all improvements, alterations and additions thereto, and all fixtures and equipment servicing the Building, reasonable wear and tear and damage by fire, the elements, or other casualty excepted. All improvements made by Tenant to the Demised Premises which are so attached that they cannot be removed without material injury to the Demised Premises shall remain at the Demised Premises and become the property of Landlord upon termination of this Lease. Notwithstanding the foregoing, Tenant shall remove all improvements or alterations to the Demised Premises (i) which required Landlord's consent in accordance with Section 25 above, and (ii) which Landlord notified Tenant at the time of the granting of Landlord's consent that Tenant would be required to remove upon the termination of this Lease. Otherwise Tenant may at its option either abandon in place or remove any improvements, fixtures, paneling, floor covering, equipment, or partitions installed at its expense, provided that it repairs any damage caused by such removal or pays Landlord the reasonable, actual cost of such repair.

37. **Bankruptcy.**

37.1 **Bankruptcy Provisions.**

(a) If a petition is filed by, or an order for relief is entered against Tenant under Chapter 7 of the Bankruptcy Code and the Trustee of Tenant elects to assume this Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the terms and conditions of this Section are satisfied. If the Trustee fails to elect to assume this Lease for the purpose of assigning it within 60 days after his appointment, this Lease will be deemed to have been rejected. Landlord shall then immediately be entitled to possession of the Demised Premises without further obligation to Tenant or to Trustee, and this Lease will be deemed to have been canceled. Landlord's right to be compensated for damages in such bankruptcy proceeding, however, shall survive such cancellation.

(b) If Tenant files a petition for reorganization under Chapters' 11 or 13 of the Bankruptcy Code, or a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding, and Tenant's Trustee or Tenant, as Debtor-in-Possession, fails to assume this Lease within sixty (60) days from the date of filing of the petition or the conversion, Trustee or Tenant, as Debtor-in-Possession will be deemed to have rejected this Lease.

37.2 **Assumption of Lease.**

To be effective, an election to assume this Lease must be in writing and addressed to Landlord, and, in Landlord's reasonable discretion, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, shall have been satisfied:

(a) The Trustee or Tenant, as Debtor-in-Possession, has cured or has provided to Landlord adequate assurance, as defined herein, that:

(i) Trustee will cure all monetary defaults under this Lease within ten (10) days from the date of the assumption,

(ii) Trustee will cure all non-monetary defaults under this Lease within thirty (30) days from the date of the assumption.

(b) Trustee or Debtor-in Possession has compensated Landlord, or has provided to Landlord adequate assurance, as defined in this Section, that within ten (10) days from the date of the assumption, Landlord will be compensated for any pecuniary loss incurred arising from the default of Tenant, the Trustee, or the Debtor-in-Possession as recited in Landlord's written statement of pecuniary loss sent to Trustee or Debtor-in-Possession.

(c) Trustee or Debtor-in-Possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under the Lease; provided, however, that:

(i) Trustee or Debtor-in-Possession will also deposit with Landlord as security for the timely payment of rent, an amount equal to three (3) months' rent.

(ii) The obligations imposed upon the Trustee or Debtor-in-Possession will continue for the Tenant after the completion of bankruptcy proceedings.

(d) Landlord has determined that the assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Project.

(e) For purposes of this Section, the term "adequate assurance" means that:

(i) Landlord will determine that the Trustee or Debtor-in-Possession has, and will continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Debtor-in-Possession will have sufficient funds to fulfill Tenant's obligations under this Lease.

(ii) An order will have been entered segregating sufficient cash payable to Landlord and/or a valid and perfected first lien and security interest will have been granted in property of Tenant, Trustee, or Debtor-in-Possession that is acceptable for value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Debtor-in-Possession to cure the monetary or non-monetary defaults under this Lease within the time period set forth above.

(iii) In the event that this Lease is assumed by the Trustee appointed for Tenant or by the Tenant as Debtor in-Possession under the provisions of Section 37.2 hereof, and, thereafter, Tenant is either adjudicated a bankrupt or files a subsequent petition for arrangement under Chapter 11 of the Bankruptcy Code, then Landlord may terminate at its option, this Lease and all of Tenant's rights under this Lease, by giving written notice thereof to the Trustee, or, Tenant, as may be appropriate.

(iv) If the Trustee or Debtor-in-Possession has assumed the Lease and, pursuant to the provisions hereinabove, has assigned or has elected to assign Tenant's interest under this Lease to any other person, that interest may be assigned only if Landlord acknowledges in writing that the intended assignee has provided adequate assurance, as defined in Section 37.2 (e) hereof of future performance of all the terms, covenants, and conditions of this Lease to be performed by Tenant.

For purposes of this Section 37, adequate assurance of future performance means that Landlord has ascertained that each of the following conditions has been satisfied;

(i) Assignee has submitted a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by assignee of Tenant's obligations under the Lease.

(ii) If requested by Landlord, Assignee will obtain guarantees, in form and substance satisfactory to Landlord, from one or more persons to satisfy Landlord's standards of credit worthiness.

(iii) Assignee has submitted written evidence, satisfactory to Landlord, of experience in a business of comparable size to that permitted under this Lease.

(iv) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement, or other agreement by which Landlord is bound, to enable Landlord to permit the assignment.

(v) Trustee or Debtor-in-Possession has a source of revenue from which to pay all rent and other consideration due under this Lease.

(vi) Any assumption or assignment of this Lease will be subject to all the provisions of this Lease, including but not limited to, all provisions relating to use, location and compliance with the Town Center Declarations.

(vii) Any assumption or assignment of this Lease by Trustee or Debtor-in-Possession will not disrupt any tenant mix or balance in the Town Center.

(viii) When, pursuant to the Bankruptcy Code, the Trustee or Debtor- in-Possession is obligated to pay reasonable use and occupancy charges for the use of all or a part of the Demised Premises, the charges will not be less than the minimum rent as defined in this Lease and other monetary obligations of the Tenant for payment of maintenance, common area charges, real estate taxes, insurance, and similar charges.

(ix) Neither the Tenant's interest in the Lease nor any estate of the Tenant created in the Lease will pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise, by operation of law under any present or future laws of any state having jurisdiction of the person or property of the Tenant ("State Law"), unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive the need to obtain Landlord's consent, or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without that consent.

(x) Landlord may terminate, at its option, by giving Tenant written notice of this election, this Lease and all of Tenant's rights under this Lease if any of the following events occur:

(xi) The Tenant's estate created by this Lease is taken in execution or by other process of law; or,

(xii) Tenant or any guarantor of Tenant's obligations, under this Lease ("guarantor") is adjudicated insolvent pursuant to the provisions of any State Law; or,

(xiii) Any proceedings are filed by or against that guarantor under the Bankruptcy Code or any similar provisions of any future federal bankruptcy law; or,

(xiv) A receiver or trustee of the property of Tenant or guarantor is appointed under state law by reason of Tenant's or guarantor's insolvency or inability to pay its debts has become due or otherwise; or, 37.3 Any assignment for the benefit of creditors is made of Tenant's or guarantor's property under State Law.

38. **Definitions.**

38.1 **"Landlord".** The word "Landlord" is used herein to include the Landlord named above as well as its heirs, successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as it would have had, had it originally signed this Lease as Landlord. Any such person, whether or not named herein shall have no liability hereunder after it ceases to hold title to the Demised Premises (except for obligations which may have theretofore accrued), provided that the successor shall assume in a manner enforceable by or for the benefit of Tenant Landlord's obligations accruing thereafter until a subsequent transfer. Neither Landlord nor any principal of Landlord nor any owner of the Building or Demised Premises whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Demised Premises, and if Landlord is in breach or default with respect to Landlord's obligations under this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's remedies.

38.2 **"Tenant".** The word "Tenant" is used herein to include the Tenant named above as well as its successors and assigns, each of which shall be under the same obligations, liabilities and limitations and, if such assignment shall be permitted in accordance with the provisions of this Lease, each of which shall have the same rights, privileges and powers as it would have possessed had it originally signed this Lease as Tenant. Each and every of the persons named above as Tenant shall be bound formally and severally by the terms, covenants and agreements contained herein. However, no such rights, privileges or powers shall inure to the benefit of any assignee of Tenant immediate or remote, unless the assignment to such assignee is permitted by the terms of this Lease or has been approved in writing by Landlord. All rights, benefits, remedies, waivers, privileges and powers that shall benefit Landlord with respect to Tenant shall also apply with respect to any subtenant, assignee or successor of Tenant.

38.3 **"Mortgage" and "Mortgagee".** The word "mortgage" is used herein to include any lien or encumbrance on the Demised Premises or on any part of or interest in or appurtenance to any of the foregoing, including without limitation any ground lease if Landlord's interest is or becomes a leasehold estate. The word "mortgagee" is used herein to include the holder of any mortgage, including any ground lessor if Landlord's interest is or becomes a leasehold estate. Wherever any right is given to a mortgagee, that right may be exercised on behalf of such mortgagee by any representative or servicing agent of such mortgagee. No mortgagee which shall succeed to the interest of Landlord hereunder (either in terms of ownership or possessory rights) shall: (i) be liable for any previous act or omission of a prior Landlord (except for any act or omission of a continuing nature that continue while mortgagee is Landlord), (ii) be subject to any rental offsets or defenses against a prior Landlord (except for any offsets or defenses, to the extent provided in this Lease, of a continuing nature that continue while mortgagee is Landlord), (iii) be bound by any amendment of this Lease made without its written consent, or by payment by Tenant of rent in advance in excess of one (1) month's rent, (iv) be liable for any security not actually received by it, or (v) be liable for any initial construction of the Building. If in connection with obtaining, continuing or renewing financing for which the Building or the Demised Premises or any interest therein represents collateral in whole or in part, a bank, insurance company or other lender shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not (i) increase the monetary, or materially increase non-monetary, obligations of Tenant hereunder, or (ii) adversely affect the Tenant's (A) leasehold interest hereby created, or (B) rights under this Lease.

38.4 **"Person".** The word "person" is used herein to include a natural person, a partnership, a corporation, an association, and any other form of business association or entity.

38.5 **"Date of this Lease".** The "date of this Lease" shall be the date upon which this Lease becomes fully executed by both parties.

38.6 **"Force Majeure".** Force Majeure shall mean strikes or other labor troubles; governmental restrictions and limitations; scarcity, unavailability or delays in obtaining fuel, labor or materials (but only to the extent the resulting delay was unexpected on the date hereof); war or other national emergency; accidents; floods; defective materials; fire damage or other casualties; unusual weather conditions (e.g., 30 days of rain during a period when 10 days of rain is typical); or any other causes similar or dissimilar to the foregoing which is beyond the reasonable control of Landlord or Tenant.

39. **Tenant's Estoppel Certificate.** Tenant, at the Effective Date, and from time to time within twenty (20) days after Landlord's written request, shall execute, acknowledge and deliver to Landlord a written instrument in the form attached as Exhibit G.

40. **Curing Tenant's Defaults.** If Tenant shall be in default in the performance of any of its obligations hereunder beyond the expiration of any and all applicable notice and cure periods, Landlord, without any obligation to do so, in addition to any other rights it may have in law or equity, may elect to cure such default on behalf of Tenant after written notice (except in the case of emergency) to Tenant. Tenant shall reimburse Landlord upon demand for any reasonable sums paid or costs incurred by Landlord in curing such default, including interest thereon (at a rate which is four percent (4%) per annum above the prime rate of interest in effect from time to time for major commercial banks as published in the Wall Street Journal, which is presently referred to as the "Prime Rate" in the "Money Rates" column, or, if no longer published in the Wall Street Journal, in a similar publication) from the respective dates of Landlord's making the payments and incurring such costs (including without limitation from and after judgment, execution sale, filing of a bankruptcy petition and the like), which sums and costs together with interest thereon shall be deemed additional rent payable promptly upon being billed therefor. Regardless of whether Landlord may or shall elect to cure a default by Tenant, Tenant shall reimburse Landlord upon demand for any attorneys' fees and costs incurred by Landlord after such default in connection with the enforcement of this Lease.

41. **Landlord Default.** If Landlord defaults in fulfilling any of its obligations under the Lease and such default continues for thirty (30) days after written notice from Tenant (or such shorter period as may be reasonable in the event of any emergency), then Tenant 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 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 at law or in equity provided hereunder or under the laws of the state where the Demised Premises are located for Landlord's default.

42. **Damages.** In no event shall either party be liable to the other party for any consequential, punitive, special or indirect damages.

43. **Prevailing Party.** In the event of any litigation arising out of this Lease, the non-prevailing party shall reimburse the prevailing party's reasonable fees, costs and expenses charged by any attorney retained by the prevailing party.

44. **Furniture.** Tenant shall have the right to use, at no additional expense or charge to Tenant, all of the furniture which is currently located within the Demised Premises as of the date hereof, including, without limitation, any chairs and desks located within the Demised Premises as of the date hereof; provided, however, to the extent any such furniture is not owned by Tenant, such furniture shall remain the sole property of Landlord. Tenant shall surrender any such furniture not owned by Tenant to Landlord upon the earlier of (i) the expiration or earlier termination of this Lease, or (ii) the date Tenant elects, in its sole discretion, that it no longer desires to use any or all of such furniture for the operation of its business within the Demised Premises.

45. **Prior Lease.**

45.1 Tenant is presently occupying a portion of the Demised Premises (consisting of approximately 15,446 rentable square feet) as a tenant pursuant to a Sublease Agreement with Landlord, as Prime Landlord, and Star Group Communications, Inc., as Sublandlord ("Sublandlord"), dated November 21, 2014 ("Sublease") which was terminated, and Landlord succeeded to the interest of Sublandlord pursuant to Section 16 of the Sublease ("Prior Lease").

45.2 Landlord and Tenant covenant and agree that any occupancy agreement they had executed and effective prior to this Lease for the Demised Premises, including the Prior Lease, is terminated or expired and this is the only occupancy agreement in effect for the Demised Premises. Unless the Prior Lease has been terminated prior to the Commencement Date, the execution of this Lease shall be deemed to satisfy the requirements with respect to notice of termination set forth anywhere in the Prior Lease and, therefore, the Prior Lease shall be deemed to terminate effective as of the Commencement Date; provided, however, Tenant shall remain liable for all Rent, charges and its obligations under the Prior Lease up to the Commencement Date, without the necessity of any other or further notice to or from either party, and provided further, that the termination of the Prior Lease shall not terminate any rights or remedies available to Landlord under the Prior Lease for Tenant's failure to perform any of its obligations under the Prior Lease up to the termination date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the day and year first above written.

TENANT:

NFI INTERACTIVE LOGISTICS, LLC,
a New Jersey liability company

By: ______________________
Name: JEFFREY BROWN
Title: PRESIDENT

LANDLORD:

ECHELON TITLE LLC,
a Delaware limited liability company

By: ______________________
Name: BRUCE GOLDMAN
Title: EXECUTIVE VICE PRESIDENT

EXHIBIT A-1
DEMISED PREMISES

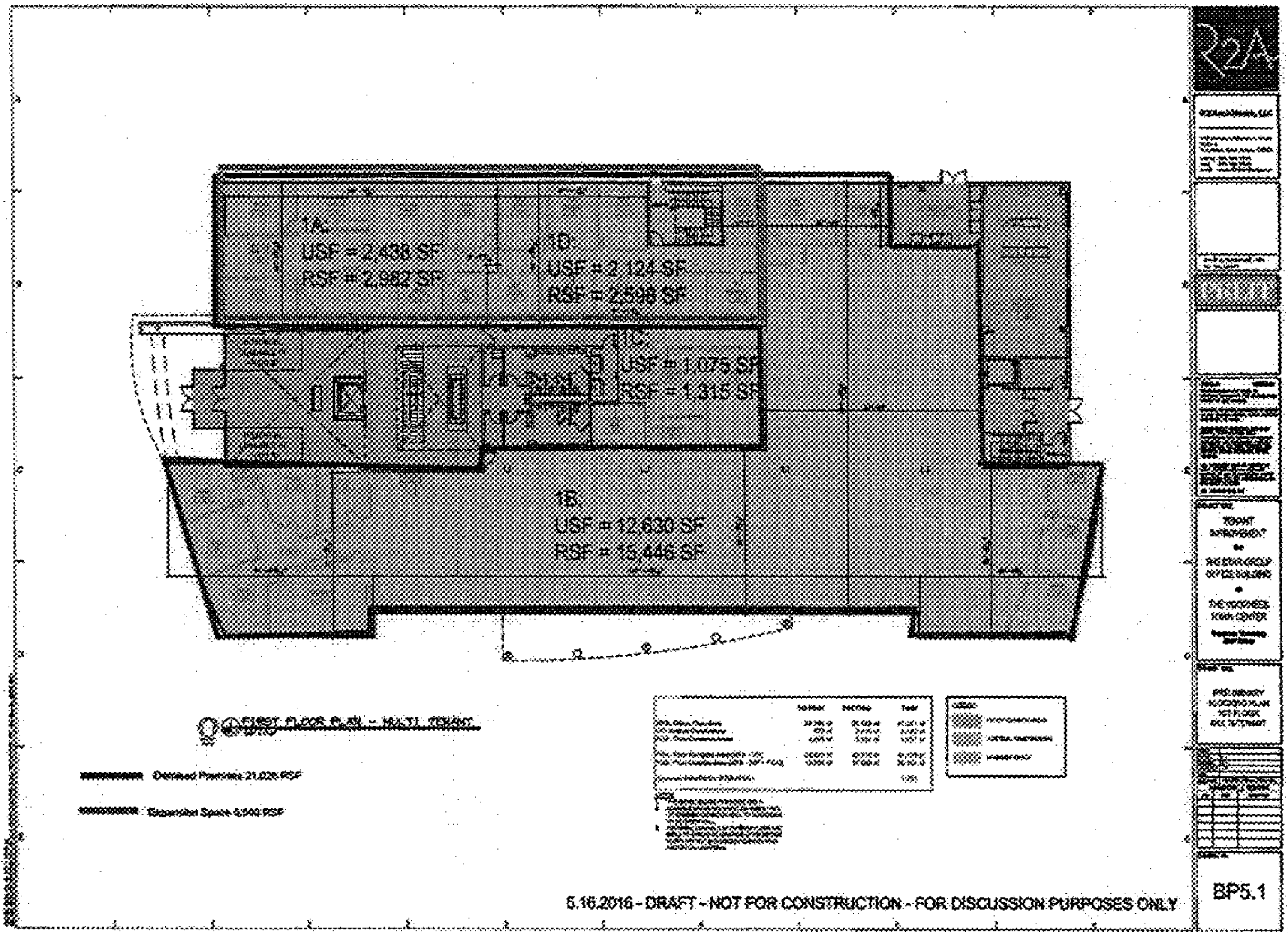


Exhibit A-1

EXHIBIT A-2
METES AND BOUNDS DESCRIPTION OF LAND

Beginning at a point on the northwesterly right-of-way line of Laurel Road (60 feet wide), said point being located the following 2 courses from the intersection of the said side of Laurel Road and the westerly lot line of Block 150.01 Lot 3;

a. On the arc of a circle curving to the right having a radius of 800.00 feet, an arc length of 53.38 feet and a central angle of 3°49'24" and being subtended by a chord which bears South 53°07'08" West, a chord length of 53.37 feet to a point, a capped iron pin found; thence, and

b. Still along said side of Laurel Road South 55°01'50" West tangent to said curve, a distance of 18.01 feet to the point of beginning; thence,

1. Still along said side of Laurel Road South 55°01'50" West, a distance of 301.50 feet to point; thence,

2. Leaving said line of Laurel Road, North 34°49'10" West, a distance of 175.49 feet; thence,

3. North 55°10'50" East, a distance of 301.50 feet to a point; thence,

4. South 34°49'10" East, a distance of 174.70 feet to the first mentioned point and place of Beginning.

Encompassing an area of 52,790 square feet or 1.212 acres.

This description is prepared in accordance with a plan entitled "Final Plan for Minor Subdivision of Block 150.01 Lot 2" prepared by Langan Engineering and Environmental Services, Inc. Philadelphia, Pennsylvania, Job No. 26108, dated 31 January 2008, and last revised 3 October, 2008, Drawing No. 05.02.

EXHIBIT B
CURRENT RULES AND REGULATIONS

1. The toilet rooms, water closets, sinks, faucets, plumbing and other service apparatus of any kind shall not be used by the Tenant for any purpose other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in collection therewith by the Tenant, or left by the Tenant in the lobbies, passages, elevators or stairways of the Building.

2. No skylight, window, door or transom of the Building shall be covered or obstructed by the Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window space, except as approved in writing by the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Except as set forth in the Lease, no sign, lettering, insignia, advertisement, notice or other thing shall be inscribed, painted, installed, erected or placed in any portion of the Demised Premises which may be seen from outside the Building, or on any window, window space or other part of the exterior of the Building, unless first approved in writing by the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Except as expressly provided below in this paragraph, Tenant shall not place any additional lock upon any door within the Demised Premises or elsewhere upon the Demised Premises, and shall surrender all keys for all such locks at the end of the Term. The Landlord shall provide the Tenant with one set of keys to the Demised Premises when the Tenant assumes possession thereof. Tenant shall provide Landlord with keys to such high security areas, but may require that a representative of Tenant accompany Landlord or its agents into such areas, except in the case of emergencies. In such case, Tenant shall provide the required escort upon reasonable advance notice.

5. The Tenant shall not do or permit to be done anything which materially obstructs or interferes with the rights of any other tenant of the Demised Premises. The Tenant shall not keep anywhere within the Demised Premises any matter having an offensive odor, or any kerosene, gasoline, benzine, camphene, fuel or other explosive or highly flammable material. No bird, fish or other animal shall be brought into or kept in or about the Demised Premises.

6. If the Tenant desires to install signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices within the Demised Premises, the Landlord shall direct where and how they are to be installed and, except as so directed, no installation, boring or cutting shall be permitted. The Landlord shall have the right (a) to prevent or interrupt the transmission of excessive, dangerous or annoying current of electricity or otherwise into or through the Building or the Demised Premises, (b) to require the changing of wiring connections or layout at the Tenant's expense, to the extent that the Landlord may reasonably deem necessary, (c) to require compliance with such reasonable rules as the Landlord may establish relating thereto.

7. Landlord shall have the right to exclude from the Building any heavy furniture, safe or other articles which may create a hazard and to require it to be located at a designated place in the Demised Premises. The Tenant shall not place any weight anywhere beyond the safe

carrying capacity of the Building. The cost of repairing any damage to the Building or any part of the Demised Premises caused by taking any of the same in or out of the Demised Premises, or any damage caused while it is in the Demised Premises or the rest of the Building, shall be borne by the Tenant.

8. The Tenant shall have access to the Demised Premises on a twenty-four (24) hour per day, seven (7) days per week basis. The Landlord shall in no event be responsible for admitting or excluding any person from the Demised Premises. In case of invasion, hostile attack, insurrection, mob violence, riot, public excitement or other commotion, explosion, fire or any casualty, the Landlord shall have the right to bar or limit access to the Building to protect the safety of occupants of the Demised Premises, or any property within the Demised Premises.

9. The Landlord shall have the right to rescind, suspend or modify the Rules and Regulations and to promulgate such other Rules or Regulations as, in the Landlord's reasonable judgment, are from time to time needed for the safety, care, maintenance, operation and cleanliness of the Building, or for the preservation of good order therein. Upon the Tenant's having been given notice of the taking of any such action, the Rules and Regulations as so rescinded, suspended, modified or promulgated shall have the same force and effect as if in effect at the time at which the Tenant's lease was entered into (except that nothing in the Rules and Regulations shall be deemed in any way to alter or impair any provision of such lease).

10. The use of any room within the Building as sleeping quarters is strictly prohibited at all times.

EXHIBIT C
TOWN CENTER DECLARATIONS

TRC -Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 608.

First Supplemental Agreement to TRC -Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 728.

Second Supplemental Agreement to TRC - Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 734.

Assignment and Agreement to TRC-Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 797.

Third Supplemental Agreement to TRC - Strawbridge & Clothier Operating Agreement in Deed Book 3320 Page 801.

First Amendment to TRC- Strawbridge & Clothier Operating Agreement in Deed Book 3356 Page 321.

Fourth Supplement Agreement to TRC -Strawbridge & Clothier Operating Agreement in Deed Book 3356 Page 327.

Fifth Supplemental Agreement to TRC - Strawbridge & Clothier Operating Agreement in Deed Book 3761 Page 614.

Sixth Supplemental Agreement and Declaration of Easements by and between Federated Retail Holdings Inc. and Echelon Title LLC in Deed Book 8431 Page 1038.

Seventh Supplemental Agreement by and between Macy's Retail Holdings, Inc. (f/k/a Federated Retail Holdings, Inc.) and Echelon Title LLC dated January 26, 2015 in Book 10191, Page 1619.

Operating Agreement between Lits-Echelon, Inc., and Echelon Mall, Inc., dated September 10, 1969 recorded November 5, 1969 in Deed Book 3132 Page 278.

Agreement Ratifying Operating Agreement in Deed Book 3132 Page 408.

First Supplemental Agreement to Operating Agreement in Deed Book 3320 Page 797.

Second Supplemental Agreement to Operating Agreement in Deed Book 3356 Page 339.

Agreement Respecting Operating Agreement in Deed Book 3761 Page 570.

Shopping Center Operating Agreement in Deed Book 3761 Page 584.

Agreement between Echelon Mall, Inc., et al, dated June 19, 1981 recorded July 2, 1981 in Deed Book 3785 Page 246.

Second Amendment to Shopping Center Operating Agreement in Mortgage Book 3794 Page 434.

Agreement between Lits-Echelon, Inc., a New Jersey corporation, and Echelon Mall, Inc., dated October 29, 1969 recorded November 5, 1969 in Deed Book 3132 Page 412.

Third Amendment to Shopping Center Operating Agreement and Declaration of Easements by and between Boscov's Department Store, Inc., and Echelon Title, LLC in Deed Book 8434, Page 1072.

Fourth Amendment to Shopping Center Operating Agreement by and between Boscov's Department Store, LLC, and Echelon Title dated November 8, 2012 in Book 09699, Page 0850.

Common Facilities Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens in Deed Book 3191 Page 968.

First Amendment to Common Facilities Deed, Agreement and Declaration of Covenant Easements, Charges and Liens in Deed Book 3367 Page 477.

Supplemental and Spreader Agreement in Deed Book 3367 Page 502.

Second Amendment to Common Facilities Deed Agreement and Declaration of Covenants, Easements, Charges and Liens in Deed Book 3788 Page 34.

Declaration of Covenants and Easements dated December 29, 2006 by Echelon Title LLC.

Declaration of Residential Use Restriction dated December 29, 2006 by Echelon Title LLC.

Office Parcel Easement Agreement, Covenants and Restrictions dated August ___, 2016 by and between Voorhees Center Realty, LLC, Voorhees CH LLC and Voorhees Nassim LLC and Echelon Title, LLC.

EXHIBIT D
JANITORIAL SPECIFICATIONS

A. Office Area

Daily (Five (5) Times per Week)

1. Empty and clean all waste receptacles and ashtrays and remove dry waste material from the Premises; wash receptacles, as necessary.

1. Sweep and dust mop all uncarpeted areas using a dust-treated mop.

2. Vacuum all rugs and carpeted areas.

3. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, office equipment, window sills, door ledges, and chair rails, within normal reach. Any objects on desks or tables will be cleaned around- never moved.

4. Wash clean all water fountains.

5. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the Premises in an orderly condition.

Weekly

1. Dust coat racks and the like.

2. Remove all finger marks from private entrance doors, light switches, and doorways.

3. Clean all glass partitions.

4. Spot clean all carpeted floors.

Each Six (6) Weeks

1. Clean and spray wax vinyl composition tile floors in tenant areas.

Quarterly

1. Render high dusting not reached in daily cleaning to include:

   (a) Dusting all pictures, frames, charts, graphs, and similar wall hangings.

   (b) Dust all vertical surfaces, such as walls, partitions, doors and bucks.

   (c) Clean all return air grills.

B. Lavatories

Daily (Five (5) Times per Week)

1. Sweep and damp mop floors.
2. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, piping and toilet seat hinges.
3. Wash both sides of all toilet seats.
4. Wash all basins, bowls, and urinals.
5. Dust and clean all powder room fixtures.
6. Empty and clean paper towel and sanitary disposal receptacles.
7. Remove waste paper and refuse.
8. Refill tissue holders, soap dispensers, and towel dispensers.
9. A sanitizing solution will be used in all lavatory cleaning.

Monthly

1. Machine scrub lavatory floors.
2. Wash all partitions and tile walls in lavatories.

C. Main Lobby, Elevators, Building Exterior, and Corridors

Daily (Five (5) Times per Week)

1. Sweep and wash all floors.
2. Wash all rubber mats.
3. Clean elevators, wash or vacuum floors, wipe down walls and doors.
4. Spot clean any metal work inside lobby.
5. Spot clean any metal work surrounding entrance doors.

Weekly

1. Clean all lobby glass.

D. Vinyl Composition Tile Lobbies and Public Corridors

Nightly: Sweep and dust with treated cloth.

Weekly: Spray wax and buff. Use non-skid wax.

Semi -annually: Strip, clean and wax with non-skid wax.

E. Window-cleaning

1. Inside and outside surfaces of windows of exterior walls will be washed up to two (2) times per year.

EXHIBIT E

INTENTIONALLY DELETED

EXHIBIT F-1
INTENTIONALLY DELETED

EXHIBIT F-2
LANDLORD'S WORK

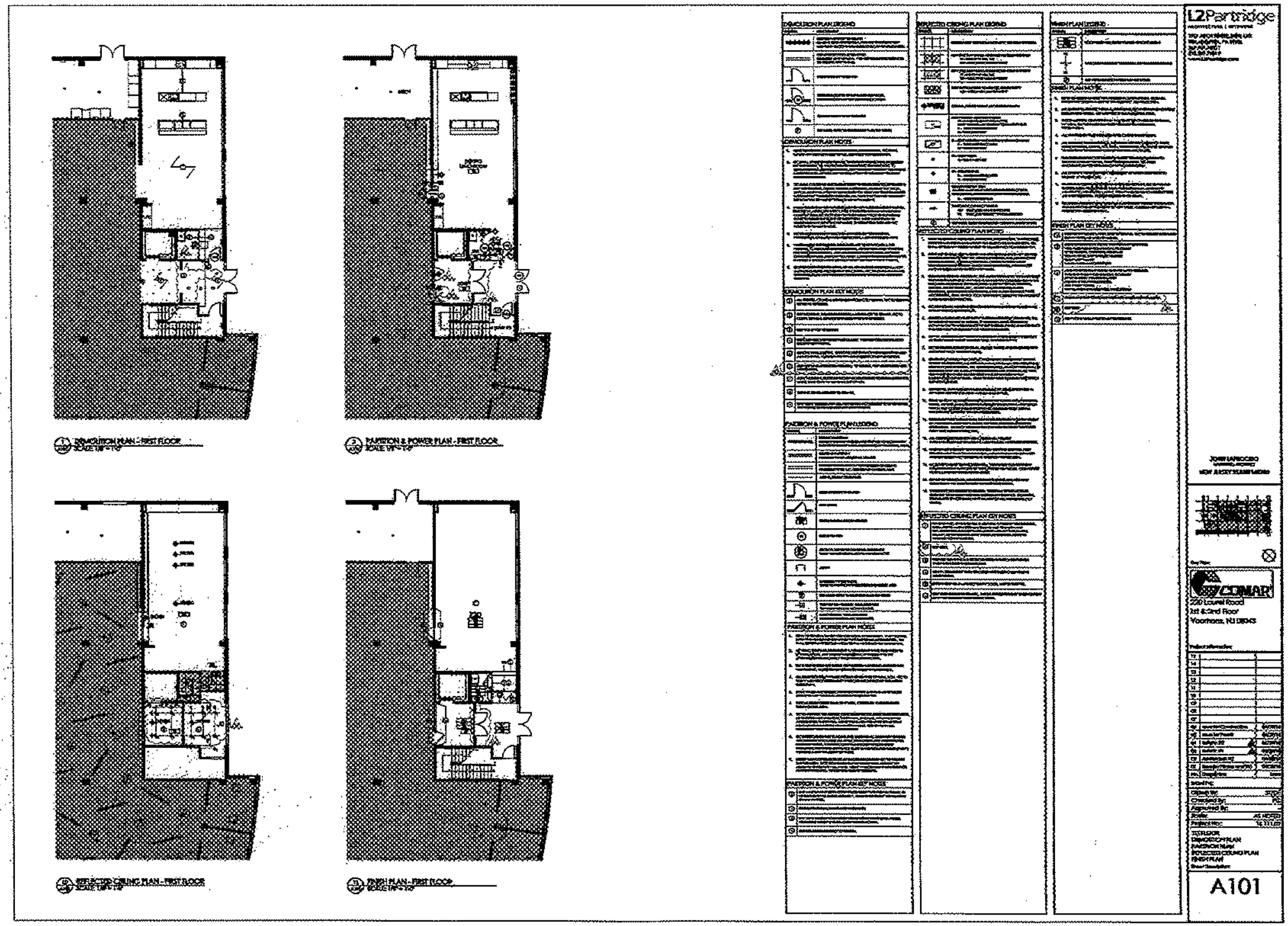


EXHIBIT G
FORM OF TENANT ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

The undersigned, as tenant ("Tenant") does hereby certify, to the best of the undersigned's knowledge as of the date hereof, to [ ] ("Recipient"), its successors, members and assigns, as follows:

1. Tenant has entered into a lease agreement for the premises described on Exhibit "A" ("Premises") attached hereto (the "Lease").

2. The Lease is in full force and effect.

3. All payments due under the Lease have been paid by Tenant in full, to date.

4. Landlord is not in default under any terms of the Lease

5. Tenant is not in default under the Lease.

6. There is no litigation pending or threatened with regard to the Tenant which materially and adversely affects the undersigned's interest in the Premises.

This certificate has been duly executed by an authorized signatory of the Tenant. This certification may be relied upon by Recipient.

Dated: August 31, 2016

NFI Interactive Logistics, LLC

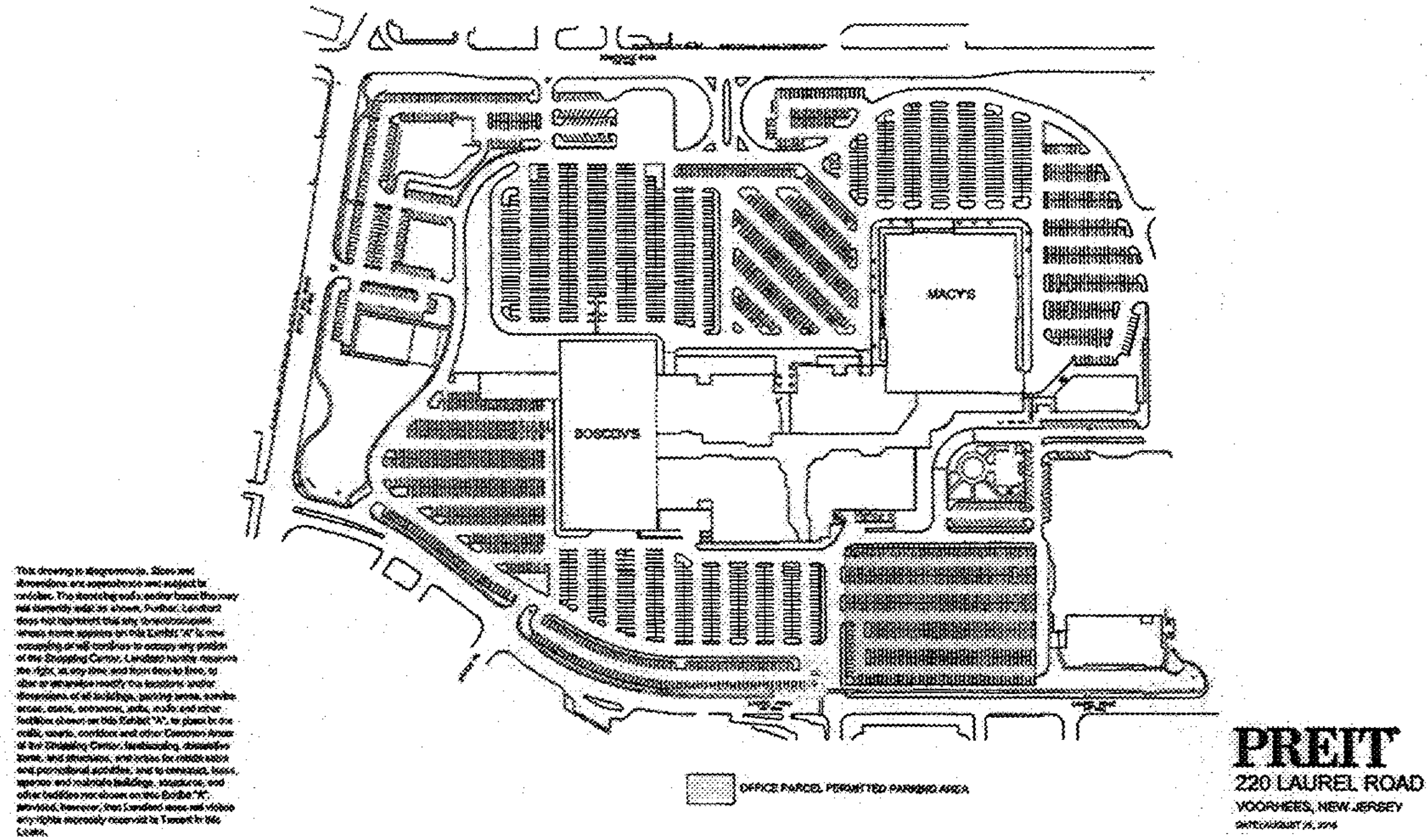
JEFFREY BROWN

By: [signature]

Name:

Title: PRESIDENT

EXHIBIT H
PARKING AREA



AMENDMENT TO LEASE

This AMENDMENT TO LEASE (this "Amendment") is made and effective this 13th day of February, 2013, by and between Hammonton BEC, LLC ("Landlord") and NFI Interactive Logistics, LLC ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of July 25, 2011 (the "Original Lease"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease to extend the Term thereof as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties to this Amendment, intending to be legally bound, hereby agree as follows:

1. Amendment.

(a) Section 1(g) of the Original Lease is hereby amended and restated by deleting Section 1(g) in its entirety and replacing it with the following:

"(g) Term:

Lease Commencement Date:	July 23, 2011
Expiration Date:	December 14, 2017
Rent Commencement Date:	August 1, 2011"

(b) Section 3 of the Original Lease is hereby amended and restated by deleting Section 3 in its entirety and replacing it with the following:

"3. TERM OF LEASE.

The Term of this Lease shall commence on July 23, 2011 and shall terminate on December 14, 2017, unless sooner terminated in accordance with the terms and conditions set forth herein."

2. Confirmation of Original Lease. Except as amended by this Amendment, the Original Lease is hereby ratified and confirmed in all respects. The Original Lease and this Amendment shall be read, taken and construed as one and the same instrument.

3. Counterparts. This Amendment may be executed in one or more counterparts (whether facsimile or original), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

HAMMONTON BEC, LLC

By:______________________________
Name: Jeffrey Brogan
Title: Member

NFI INTERACTIVE LOGISTICS, LLC

By:______________________________
Name: Joseph Roeder
Title: President

819

0819003

HAMMONTON BEC, LLC
1515 BURNT MILL ROAD
CHERRY HILL, NEW JERSEY 08003
(LANDLORD)

TO

NFI IINTERACTIVE LOGISTICS, LLC
1515 BURNT MILL ROAD
CHERRY HILL, NEW JERSEY 08003
(TENANT)

1007 LAUREL OAK ROAD
VOORHEES, NJ 08043
(PREMISES)

LEASE

THIS LEASE ("Lease") is entered into between Hammonton BEC, LLC ("Landlord") and NFI Interactive Logistics, LLC ("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. **LEASE 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) Date of Lease: July __, 2011

(b) Landlord: Hammonton BEC, LLC

Address: 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003

(c) Tenant: NFI Interactive Logistics, LLC

Address: 1007 Laurel Oak Road, Voorhees, NJ 08043

(d) Premises: 33,231 ± square feet located in the Building at 1007 Laurel Oak Road, Voorhees, NJ 08043

(e) Building: An approximately 78,285 ± square foot building located at 1007 Laurel Oak Road, Voorhees, NJ 08043.

(f) Land: Approximately 13.5 ± acres of land ("Land"), including but not limited to, the area adjacent to the parking lot.

(g) Term: Five (5) years

Lease Commencement Date: July 23, 2011.
Expiration Date: Five years following the Rent Commencement Date.
Rent Commencement Date: August 1, 2011.

(h) Base Rent: $[redacted] per square foot totaling $[redacted] per year and $[redacted] per month.

(i) Tenant's Proportionate Share: 42.44% which is the percentage obtained by dividing (i) the square feet of area in the Premises by (ii) the square feet of area in the Building, if the Building is fully occupied; if the Building is partially occupied, the percentage obtained by dividing the square feet of area occupied in the Premises by (ii) the square feet of area in the Building; and if the tenant is the sole occupant, 100%.

(j) Premises Conversion: Landlord shall convert the Building to a commercial condominium.

(k) Permitted Use: Office and related uses.

2. **PREMISES.**

Landlord, for and in consideration of the Rent (as hereinafter defined) to be paid and the covenants and agreements to be performed by Tenant as hereinafter set forth, does hereby lease, demise and let unto Tenant and Tenant does lease from Landlord, for the Term, the Premises. The Premises shall consist of 33,231 ± square feet of office space in the Building located at 1007 Laurel Oak Road, Voorhees, New Jersey 08043 (the "Premises") and the adjacent parking, as more specifically set forth in Exhibit 1.

3. **TERM OF LEASE.**

The Term of this Lease Agreement shall commence on August 1, 2011, and shall terminate five (5) years later, unless sooner terminated in accordance with the terms and conditions set forth herein.

4. **USE OF PREMISES.**

(a) Tenant covenants and agrees to only use the Premises for the following purposes: office and related purposes.

(b) Tenant shall, in the use and occupancy of the Premises and the conduct of Tenant's business or profession therein, at all times and at Tenant's expense, comply with the following requirements which are not otherwise responsibilities or duties of the Landlord (the "Requirements"): all applicable laws, ordinances, orders, notices and regulations of the federal, state and municipal governments, or any of their departments and the regulations of the insurers of the Premises. Without limiting the generality of the foregoing, Tenant shall: (i) obtain, at Tenant's expense, before engaging in Tenant's business or profession within the Premises, all necessary local, county and/or state approvals, including but not limited to, licenses, consents, variances and permits necessary for the lawful conduct of Tenant's business at the Premises; and (ii) remain in compliance with and keep in force at all times all licenses, approvals, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Tenant shall also pay all personal property taxes, income taxes and other taxes which are or may be assessed, levied or imposed upon Tenant and which, if not paid, could be liened against the Premises or against Tenant's property therein or against Tenant's leasehold estate. Tenant agrees to promptly furnish Landlord with a copy of any notice that it receives that Tenant is in violation of any Requirements.

5. **RENT.**

(a) Tenant shall pay Landlord Base Rent of $17.45 per square foot which Base Rent totals Five Hundred Seventy-nine Eight Hundred Eighty Thousand Dollars and Ninety-five Cents ($579,880.95) on an annual basis and Forty-eight Three Hundred Twenty-three Thousand Dollars and Forty-one Cents ($48,323.41) on a monthly basis. The Base Rent shall be paid in advance without notice demand, set-off or deduction, in equal monthly installments on or prior to the first (1st) day of each month following the Rent Commencement Date. The first month's rent shall be payable August 1, 2011 (the "Rent Commencement Date"). To the extent that the Tenant is responsible for paying Base Rent for the Premises for less than a full month, the Tenant shall pay Landlord Rent for such month prorated for the period of time during such month that Tenant occupies, uses or is otherwise responsible for paying Landlord Rent for such period of time. If Tenant fails to pay any Base Rent and Additional Rent, defined below, within ten (10) days after such amounts are due, Tenant shall pay to Landlord on demand a fee of five percent (5%) of the amount past due to reimburse Landlord for the extra expense caused by such late payment and not as a penalty.

(b) All Impositions (as hereinafter defined) and sums other than Base Rent payable by Tenant to Landlord under this Lease shall be deemed Additional Rent ("Additional Rent") and Landlord shall have all rights with respect to the non-payment of Additional Rent as for Base Rent. Base Rent and Additional Rent are sometimes herein together called "Rent".

6. **INTENTIONALLY DELETED.**

7. **TAXES.**

Tenant shall pay to Landlord, on a monthly basis, in advance, along with the payment of Rent, Tenant's 42.44% proportionate share of all taxes or assessments which may at any time during the Term of this Lease be imposed by the United States of America, the State of New Jersey or any county, municipal or other subdivision thereof, including water and sewer charges, interest, costs, penalties and charges related to Tenant's payment of taxes or charges (all the foregoing being herein sometimes termed "Impositions"), which are now or may hereafter be levied, charged or imposed upon or against this Lease, the Premises, the use or occupation thereof, the Building, the Land or other improvements thereon, the personal property of Tenant now or hereafter located on the Premises, or which are or may become a lien on any thereof. Tenant shall pay Tenant's proportionate share of all or reimburse Landlord for all taxes, water rents, rates and charges and sewer rents assessed during the Term, unless Tenant is the sole occupant of the Premises, in which event Tenant's proportionate share shall be 100%. Tenant shall be under no obligation to pay interest on any mortgage on the fee of the Demised Premises, any franchise or income tax payable by Landlord, or any gift, inheritance, transfer, estate, or succession tax payable by Landlord by reason of any present or future law which may be enacted during the Term.

8. **SERVICES AND UTILITIES.**

Tenant shall pay to Landlord, unless otherwise directed by Landlord, all costs and charges for utilities and services for the Premises including security deposits, installation and minimum fees. The utilities shall be deemed to include without limitation, the cost of heating, air conditioning, electricity, water, gas, sprinkler stand-by fee, and sewer service. Until Tenant receives notice to the contrary, Landlord hereby directs Tenant to pay all utilities directly to the provider. Landlord shall not be liable for any interruption or delay in any of the above services regardless of whether they were caused by Landlord, its agents or contractors. At any time during the Term of this Lease, if Landlord makes available any utilities, Landlord shall have the right to select and change the provider of such utilities. At any time, upon prior notice to Tenant, Landlord may have the utilities placed in either Landlord's or Tenant's name.

9. **TENANT'S OBLIGATIONS.**

(a) Tenant has examined the Premises and accepts them in their present **"AS-IS"**, **"WHERE-IS"** and **"WITH ALL FAULTS"** condition, subject to Landlord constructing the demising wall as required under Paragraph 10, and Tenant acknowledges and agrees that Landlord has not made and Tenant is not relying on any representations or warranties regarding the condition of the Premises or the suitability of the Premises for Tenant's proposed use. Tenant has, prior to executing this Lease, inspected or investigated the condition of the Premises and is satisfied with the condition of same. Tenant shall, at its own cost, keep all portions of the Premises in good condition and free of dirt and rubbish and clear of accumulations of trash, refuse, debris, flammable material and other objectionable matter as well as infestation by vermin including termites and will maintain, replace and repair the Premises including, without limitation, the lighting (including fixtures, ballasts and bulbs and drain stoppages), fire and sprinkler and other life safety equipment, fixtures and systems, hardware, locks and keys, electrical, including, but not limited to, utility meter and related equipment and lines, plumbing (including fixtures), sewer, heating, exhaust, ventilation and air conditioning systems and equipment, security system (including monitoring, servicing and inspection of same), if any, floors and flooring, interior walls, roof surface, ceiling tiles, doors, windows and glass. Tenant shall pay its proportionate share of all expenses and charges related to owning, leasing, occupying, using and operating the Premises. Tenant shall also pay its proportionate share of the exterior portions of the Premises and Building and all common or shared components, systems, lines, equipment and facilities of the Building and the Common Areas in and around the Building and the Premises, which shall include, but not be limited to, exterior asphalt, paved and concrete driving surfaces and parking lots, mechanical components and systems, HVAC service and roof maintenance contracts, fire sprinkler and burglar alarm monitoring and inspection, trash removal, lot sweeping and cleaning, snow and ice removal, landscaping and grounds, janitorial services, and pest control. Tenant shall also pay its proportionate share of Landlord's cost of fire and liability insurance premiums for the Premises and the Building. Notwithstanding the foregoing, if Tenant is the sole occupant of the Premises, Tenant's proportionate share shall be 100%. Tenant shall also pay 100% of all costs to construct, maintain, replace, if necessary, and repair the Athletic Fields. All repairs made by Tenant shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing or later repairing the Premises. To the extent that Landlord pays for any of the foregoing costs for which Tenant is responsible to pay, Landlord shall re-bill Tenant all such costs paid for by Landlord. Tenant shall promptly pay Landlord upon receipt of an invoice for same. Upon the termination of this Lease, unless the Lease terminates as a result of Tenant's purchase of the Premises, Tenant shall deliver up the Premises in the same condition as they exist as of the date of this Lease, ordinary wear and tear excepted. Tenant shall not be responsible for the repair or maintenance of the footings, foundation or structural walls of Premises.

(b) All repairs or replacements required pursuant to this subsection shall be completed no later than the earlier of ten (10) days following Tenant recognizing that repairs or replacements are necessary or thirty (30) days after written notice from Landlord or such longer period of time as is reasonable under the circumstances. If Tenant does not complete these repairs within such time period, Landlord has the right to make the repairs and charge Tenant for same after giving Tenant ten (10) days advance written Notice.

(c) In addition to the foregoing, Tenant shall, at its sole cost, repair any damage to the Premises caused by acts or omissions of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Furthermore, Tenant is responsible for and shall pay to Landlord all costs which solely benefit and relate to the Tenant's lease, occupancy or use of the Premises.

(d) If the Premises is conveyed to Tenant, the use of the Premises, the Building and the Land, the relationship between and costs and fees borne by Landlord and Tenant shall be governed by the Master Deed and Bylaws and other applicable condominium association documents. The Master Deed and Bylaws and other applicable condominium association documents are, in the event of a sale, incorporated as if set forth herein.

10. LANDLORD'S OBLIGATIONS.

Landlord shall maintain, repair and replace all the roof members but not roof surface, foundations and exterior walls of the Premises.

11. SURRENDER.

Tenant shall at the termination of this Lease, peaceably surrender possession of the Premises in as good and marketable order and condition as existed at the inception of this Lease, reasonable wear and tear of the finishing elements and carpeting excepted, and will, at the termination of the Term, or any properly exercised extension thereof, deliver the keys and any alarm codes at the office of said Landlord. Subject to Paragraph 12 below, on or before Lease termination, Tenant shall remove all of Tenant's personal property, trade fixtures, furniture, equipment, vehicles, parts and other items Tenant brought onto Premises.

12. ALTERATIONS AND TRADE FIXTURES.

Tenant shall be permitted to fit-out, modify, revise, and make alterations, additions and improvements to the Premises (collectively, "Alterations") in a manner required by Tenant to utilize the Premises as a school, provided that Landlord has had the opportunity in advance to review and has consented in writing to all drawings, specifications, plans and designs related to such Alterations. Notwithstanding the foregoing, the Alterations shall be performed and labor and materials shall be installed safely, in a good and workmanlike manner, so as not to damage or alter the primary structure or structural qualities of the building and other improvements situated on the Premises, and in complete conformity to all applicable rules, statutes, codes, ordinances, regulations and requirements, including without limitation, the Americans With Disabilities Act, those relating to environmental protection and all requirements set forth in applicable building codes and the National Fire Codes, and Tenant shall pay any and all costs of compliance and all fines and penalties imposed upon Landlord, or direct damages incurred, by reason of any violations thereto, as they pertain to such Alterations or obligations of Tenant under the Lease. Tenant shall be solely responsible at its sole expense to make all applications, and obtain all municipal, county, state and federal permits, consents, variances, if any, and approvals which are required for the Alterations. Unless Tenant purchases the Premises, all Alterations made by Tenant upon the Premises, except moveable and detached or detachable office furniture, partitions, and machinery and equipment put in at Tenant's expense, shall be the property of Landlord, and shall remain upon and be surrendered with the Premises, as part thereof at the termination of this Lease. At the option of Landlord, said Alterations shall be removed by Tenant and Tenant shall repair any damage resulting from same, all at Tenant's sole cost and expense (failing which, Landlord may remove such alterations and repair such damage and invoice Tenant for such work, which amount shall be Additional Rent immediately due hereunder). Prior to commencing the Alterations, Tenant shall obtain at Tenant's sole cost and furnish Landlord with copies of all governmental licenses, consents, permits and approvals, building and other construction permits, variances and other zoning approvals required for the Alterations, and certificates showing that Tenant's contractor and subcontractors have insurance coverage (in type and amounts satisfactory to Landlord) naming Landlord (and any property manager) and Landlord's mortgagee as a loss payee and/or additional insured.

13. **ACCESS TO PREMISES.**

Landlord, its employees and agents shall have the right to enter the Premises at all reasonable times during normal business hours following 24 hours notice, for the purpose of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants of the Premises, and making such alterations, repairs, improvements or additions to the Premises as may be necessary so long as same do not materially interfere with Tenant's business. Landlord, its employees and agents shall at all times have the right to enter the Premises without prior notice in an emergency.

14. **ENVIRONMENTAL COMPLIANCE.**

(a) Except as set forth below, Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous waste" as such terms are defined under the applicable state laws applicable to such items. Tenant further covenants that it will not cause or permit to exist or occur any discharge on or about the Premises. Tenant may store and handle those unused commercial products necessary to operate the Premises as a truck and trailer maintenance facility. Tenant may not store any used oil, solvent, lubricant, or other hazardous substance or hazardous waste on the Premises.

(b) Prior to: (i) any sale or transfer of the Premises, (ii) closing operations or transferring ownership or operations of Tenant at the Premises, (iii) the expiration or sooner termination of this Lease, or (iv) any assignment of this Lease or any subletting of any portion of the Premises; Tenant shall, at its expense, comply with all requirements pertaining to the clean up or transfer of property. Without limitation of the foregoing, Tenant's obligations shall include (i) the proper filing of any notice under applicable law, and (ii) the performance of all remediation and other requirements of applicable law which are a direct result of Tenant's occupancy and use of or discharges by Tenant on the Premises during the Term of this Lease. Upon written request of Landlord, Tenant shall cooperate with Landlord in obtaining evidence of compliance with applicable federal, state, or municipal law or any other law, regulation, or order of any governmental authority, which cooperation shall include, without limitation, providing affidavits, reports, or responses to questions.

(b) In the event of Tenant's failure to comply in full with this Paragraph 14, Landlord may, at its option, perform any and all of Tenant's obligations as aforesaid and all costs and expenses incurred by Landlord, including attorney fees, in the exercise of this right shall be deemed to be Additional Rent payable on demand and with interest at the rate of one and one-half percent (1 ½%) per month until full payment.

(c) In the event Tenant is obligated, under this Paragraph or otherwise, to perform and/or cooperate in performing any obligations and/or obtain and/or cooperate in obtaining any federal, state or municipal law approval, by way of a non-applicability letter, "negative declaration", the performance of an approved remedial action work plan, the obtaining of a no further action letter, the performance under a remediation agreement and/or otherwise (collectively the "Environmental Obligations") and, prior to fully performing such Environmental Obligations, there occurs the scheduled expiration of the Term of this Lease or any other termination of this Lease (collectively, a "Lease Termination") and same prevents Landlord from releasing the Premises, Tenant shall, pay, at the time and in the manner Base Rent payments were due during the term, an amount equal to: (i) Base Rent at the rate in effect immediately prior to such Lease Termination; and (ii) Additional Rent as provided under the Lease;

until such time as all such Environmental Obligations have been fully completed or Landlord is able to release the Premises. Landlord must use all reasonable methods and diligently attempt to release the Premises for Tenant to be obligated hereunder.

(d) Tenant shall promptly provide Landlord with all documentation and correspondence, reports, notices and submissions relative to environmental matters: (i) provided to any applicable state or federal agency and the regulations promulgated thereunder ("State Environmental Law"); (ii) to the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances. The copies and notices required by this Paragraph to be submitted to the Landlord shall only pertain to the Property and not to any other site or location where Landlord or Tenant may own or occupy another facility.

(e) Tenant shall indemnify, defend and save harmless Landlord from and against any and all fines, suits, proceedings, claims and/or actions of any kind and any and all losses, costs, damages and expenses (including, without limitation, attorney's fees) arising out of or in any way connected with any (i) spills, releases or discharges of hazardous material caused by Tenant, its agents, contractors, invitees or licensees at the Premises which occur during the Term of this Lease (including any renewal periods); (ii) Tenant's failure to provide all information, make all submissions and take all actions required by any governmental authority in relation to any spill, release or discharge caused by Tenant; (iv) violation of any environmental law; and/or (v) breach of any provision of this Paragraph 14. Notwithstanding anything provided herein to the contrary, in no event shall Tenant's indemnification, defense and hold harmless obligation apply with respect to, nor shall Tenant have any responsibility for, any spills, releases or discharges of hazardous material at the Premises which occurred prior to the Term of this Lease (unless actually caused by Tenant, its contractors, agents or invitees), or not caused by Tenant, its employees, agents, contractors or invitees.

(f) This Paragraph 14 shall survive the expiration or sooner termination of this Lease.

15. **ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall not have the right to assign or sublet by operation of law or otherwise, all or any part of the Premises without the prior written approval of Landlord.

(b) The written approval of Landlord to permit the Tenant, on one or more occasions, to sublet or assign shall not operate as a waiver of Landlord's right to reject or disapprove any further sublettings or assignments. Notwithstanding a subletting or assignment of the Lease by Tenant, the Tenant shall remain responsible to Landlord for complying with this Lease and for making all payments owed to Landlord under this Lease.

16. **MECHANICS' LIENS.**

If any mechanics' or other lien shall be filed against the Premises for labor or material contracted for by Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond or otherwise, within ten (10) days after the filing thereof. If Tenant fails to do so, Landlord may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto. The cost to Landlord for removal of such lien, will be charged to Tenant as Additional Rent and payable on the first day of the month next following the payment by Landlord together with interest until payment at a rate (the "Rate") equal to one and one-half percent (1½%) per month. Tenant shall indemnify and hold Landlord harmless against any and all claims, costs, damages, liabilities and expenses (including reasonable attorney fees) which may be brought or imposed against or incurred by Landlord by reason of any such lien or its discharge.

17. **INDEMNIFICATION AND INSURANCE.**

(a) Tenant covenants and agrees that it shall, at its own cost and expense, indemnify, defend and save harmless Landlord, its affiliates, employees and agents (together the "Protected Parties") against and from, any and all claims, damages, fines, judgments, liabilities and costs, including any resulting attorney fees, arising in any manner whatsoever from, out of or in connection with (i) Tenant's failure to perform any of the terms or conditions of this Lease required to be performed by Tenant, (ii) any failure by Tenant to comply with any statute, regulation, ordinance or Order of any governmental authority or (iii) any accident, death, injury, or damage, loss or theft of property in or about the Premises resulting from any cause whatsoever, unless such accident, death, injury, damage, loss or theft is caused by the gross negligence or intentional acts of the Protected Parties. Tenant, upon notice from the Protected Parties, covenants to defend such action or proceeding by legal counsel chosen by Tenant.

(b) Tenant, at its sole cost and expense, shall carry commercial general liability insurance with respect to the Property, covering at least the hazards of "premises/operations", "independent contractors" and "contractual liability" with a per occurrence limit of not less than $2,000,000.00 combined bodily injury and property damage, and an aggregate limit of not less than $5,000,000.00.

(c) On or before the Commencement Date of the Term of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Tenant shall provide copies of policies or certificates of insurance evidencing coverage required by this Lease.

(d) Tenant shall not engage in any activity or store any product or material in the Premises which will either cause an increase in the insurance on the Premises or which will make the Premises uninsurable. In the event Tenant engages in any activity or stores any product or material in the Premises which causes an increase in the insurance on the Premises (nothing contained herein being intended to authorize or permit same) Tenant shall pay, on demand, as Additional Rent from time to time, all such increased cost of insurance.

(e) All Tenant's policies of insurance (and renewals) required to be carried hereunder shall (i) be with insurance companies with an "A.M. Best" rating of A or above; (ii) shall name Landlord, its property manager and any mortgagee as an additional insured, and Landlord as a loss payee; (iii) provide that no material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Landlord; (iv) provide that any loss shall be payable notwithstanding any act or negligence of Landlord which might otherwise result in the forfeiture of said insurance; (v) provide that the insurance company issuing the same shall have no right of subrogation against Landlord; and (vi) provide that as to the interest of Landlord, the insurance afforded by the policy shall not be invalidated by any breach or violation by Tenant of any of the warranties, declarations or conditions in the policy.

(f) Landlord shall maintain Property and Fire Insurance on the Property. Tenant shall reimburse Landlord, on a monthly basis, along with Tenant's payment of Base Rent and Additional Rent, such sums as are expended by Landlord for said Insurance. In addition, in the event that a fire or other casualty requires Landlord to utilize said Property or Fire Insurance, Tenant shall be responsible for all deductibles thereunder. Regardless of such insurance, Tenant, at Tenant's sole cost and expense shall be responsible for Tenant's personal property and improvements and shall not be entitled to make a claim against Landlord's Property or Fire Insurance for same.

18. **FIRE OR OTHER CASUALTY.**

In case of damage by fire or other cause to the Building, if the damage is so extensive as to amount practically to the total destruction of the Premises or the Building, or if the Landlord shall within a reasonable time thereafter decide not to rebuild, but not to exceed sixty (60) days from the date of such damage, this Lease shall cease and come to an end, and the rent shall be apportioned to the date of the damage. In all cases, where the Building is damaged by fire or other casualty and the destruction is not total, the Landlord shall repair the damage with reasonable dispatch; provided, however, that in the event of any such partial damage or destruction, if any such repair or restoration will take longer than ninety (90) days to complete, or such damage or destruction occurs in the last six (6) months of the term of this Lease, Lessee may by notice to the Landlord given within thirty (30) days after the occurrence of such damage terminate this Lease effective as of a date specified in such notice and upon such date this Lease shall terminate To the extent the damage has rendered the Premises untenantable there shall be a proportionate reduction in the base rent until the Premises are made fully tenantable. Notwithstanding the foregoing, the Landlord shall be obligated to restore the Building only to the extent of available insurance proceeds released for such purpose by any mortgagee under a loan secured by a mortgage encumbering the Landlord's interest in the Land or Building. In the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then the Landlord shall have the right to terminate this Lease by delivering written notice of termination to Lessee within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate. If the available insurance proceeds are more than adequate to pay the cost of such restoration, the amount by which such proceeds exceeds such cost shall be paid to the Landlord or applied to repayment of any mortgage encumbering the Landlord's interest in the Land or the Premises.

19. **CONDEMNATION.**

(a) If the whole of the Premises shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right of eminent domain, or by private purchase in lieu thereof, then in that event the Term of this Lease shall cease and terminate from the date when possession is taken thereunder pursuant to such proceeding or purchase. The Rent shall be adjusted as of the time of such termination and any Rent paid for a period thereafter shall be refunded. In the event more than fifteen (15%) percent of the Building located at the Premises shall be so taken then Landlord or Tenant may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase or, Tenant may agree that Landlord may repair and restore, at its own expense, the portion not taken and thereafter the Rent shall be reduced proportionately to the portion of the Premises taken.

(b) In the event of any total or partial taking of the Premises Landlord shall be entitled to receive the entire award in such proceeding and Tenant may make a separate application for Tenant's fixtures, equipment and moving expenses under the then applicable New Jersey eminent domain code.

20. **TENANT'S DEFAULT.**

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) a failure by Tenant to pay, within ten (10) days after written notice, any installment of Rent hereunder or any such other sum herein required to be paid by Tenant;

(ii) a failure by Tenant to observe and perform any other provisions or covenants of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant.

(b) Upon the occurrence of any such event of default set forth above:

(i) Landlord may (but shall not be required to) perform for the account of Tenant any such default of Tenant and immediately recover as Additional Rent any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of one and one-half percent (1½%) per month from the date of such expenditure;

(ii) Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired Term hereof and all renewal options shall cease and expire and become absolutely void on the date specified in such notice, to be not less than thirty (30) days after the date of such notice with the right on the part of Tenant to save the forfeiture by payment of any sum due or by the performance of any terms, provisions, covenants, agreements or conditions broken; and, thereafter and at the expiration of the time limit in such notice, this Lease and the Term hereof granted, as well as the right, title and interest of Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect as if the date fixed in such notice were the date herein granted for expiration of the Term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Premises, and Landlord may enter into and repossess the Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages therefor.

(iii) Landlord shall, immediately after the occurrence of any event of default, re-enter and repossess the Premises and any part thereof and attempt in its own name, as agent for Tenant if this Lease not be terminated or in its own behalf if this Lease be terminated, to relet all or any part of such Premises for and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including the term beyond the termination of this Lease; and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting. For the purpose of such reletting, Landlord may make repairs as necessary in Landlord's judgment to relet the Premises; and the cost of such repairs shall be charged to and be payable by Tenant as Additional Rent hereunder, as well as any reasonable brokerage and legal fees expended by Landlord; and any sums collected by Landlord from any new tenant obtained on account of Tenant shall be credited against the balance of the Rent due hereunder as aforesaid. Landlord shall be entitled to recover from Tenant all damages and losses incurred by Landlord pursuant to the laws of the state of New Jersey and this subParagraph including, but not limited to (a) the loss of all Rent and Additional Rent until the Premises is released and any anticipated loss of future Rent to the end of the Term of this Lease if the Rent and Additional Rent payable by any new tenant is less than the amount which would have been payable by Tenant until the end of the Term, (b) an amount equal to any rental concessions received by Tenant and (c) an amount equal to the unamortized cost of the improvements set forth herein;

(iv) In addition to all remedies provided herein or by law, Tenant shall pay to Landlord reasonable attorneys' fees and court costs incurred as a result of such breach should Landlord prevail;

21. **EXEMPTION OF LANDLORD FOR LIABILITY.**

Landlord shall not be liable for any damages or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or from other sources or places; or (d) any act or omission of any other tenant of Landlord. Landlord shall not be liable for any such damage or injury even through the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Paragraph shall not however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

22. **NET LEASE.**

This is a net Lease, the intention of the parties being that except as expressly assumed herein by Landlord, the Tenant shall be solely responsible throughout the Term of this Lease for the entire cost of owning, operating, leasing, occupying, maintaining, and using the Premises, and this Lease shall yield to Landlord the Rent specified herein during the Term of this Lease.

23. **QUIET ENJOYMENT.**

Tenant, upon the payment of all Rent and other charges provided for herein and upon the performance of all of the terms of this Lease, shall at all times during the Term hereof peacefully and quietly enjoy the Premises without any disturbance from Landlord or any person claiming through Landlord, subject, however, to the reservation and conditions of this Lease and any mortgage or encumbrance to which this Lease is subordinate.

24. **NOTICES.**

Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant hereto, or in connection herewith, shall be deemed to have been duly given (i) when delivered in person; (ii) when deposited in the United States mail as registered or certified, return receipt requested, postage prepaid; or (iii) on the following business day, after being sent by a nationally recognized overnight delivery service, for overnight delivery, at the address(s) set forth above, or to such other place(s) as the parties may for themselves designate in writing from time to time for the purpose of receiving notices pursuant hereto.

25. **SUBORDINATION.**

Notwithstanding Tenant's rights, interest and benefits under this Lease to lease, occupy and use the Premises, Tenant agrees and acknowledges that all of Tenant's such rights and benefits under this Lease are subject and subordinate to all right, title and interest of Landlord's bank, lender or financial institution arising from or related to a legally enforceable mortgage recorded against the Premises by such bank, lender or financial institution, and Tenant shall sign documents confirming Tenant's agreement in that regard, such as a Subordination, Non-disturbance and Attornment Agreement, in a form reasonably acceptable to Tenant.

26. **MISCELLANEOUS PROVISIONS.**

A. Successors. The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns;

B. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the State of New Jersey.

C. Severability. If any provisions of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

D. Not Construed Against Draftsman. If there are any ambiguities in this Lease, they shall not be construed against either party, as both parties have participated in the drafting and have had counsel review this Lease and neither party shall be considered the draftsman of this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD: HAMMONTON BEC, LLC	TENANT: NFI INTERACTIVE LOGISTICS, LLC
By: ____________ President	By: ____________ President
Date: July 25, 2011	Date: July 25, 2011

EXHIBIT 1

PREMISES

AMENDMENT TO AND ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT

THIS AMENDMENT TO AND ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT (the "Assignment") is made as of the 5th day of May, 2016, by and among NFI INTERACTIVE LOGISTICS, LLC, a New Jersey limited liability company ("Assignor"), NFI MANAGEMENT SERVICES, L.L.C., a New Jersey limited liability company ("Assignee"), and HAMMONTON BEC, LLC, a New Jersey limited liability company ("Landlord").

WITNESSETH

WHEREAS, Landlord, as landlord, and Assignor, as tenant, are parties to a certain Lease dated as of July 25, 2011 (the "Original Lease"), as amended by that certain Amendment to Lease dated as of February 13, 2013 (the "First Amendment"), covering certain office located at 1007 Laurel Oak Road, Voorhees, New Jersey, consisting of a 33,231± square feet (the "Premises"), and as more particularly described in the Original Lease;

WHEREAS, Assignor and Landlord desire to amend the terms of the Original Lease and the First Amendment, as hereafter provided (the Original Lease and the First Amendment, as amended herein, the "Lease");

WHEREAS, Assignor desires to assign all of its right, title and interest under the Lease to Assignee, and Assignee desires to assume the Lease with the consent of the Landlord;

WHEREAS, Landlord desires to consent to the assignment and assumption of the Lease as hereinafter provided; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings as defined in the Original Lease.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Amendment. The Original Lease and the First Amendment are amended as follows:

a. The parties acknowledge that the Land and Building (of which the Premises are part) are subject to that certain Amended and Restated Master Deed for Hammonton BEC Condominium (the "Master Deed"), dated August 7, 2008. All terms and conditions of the Lease are subject and subordinate to the Master Deed.

b. Tenant's Proportionate Share of Expenses with respect to all Building expenses (including Taxes) shall be 100%. Tenant's Proportionate Share of Expenses with respect to all common areas and facilities of the condominium, as well as any other charges incurred by the condominium association pursuant to the terms of the Master Deed, shall be 42.44%.

c. Paragraph 9(a) of the Original Lease is amended to delete the sentence "Tenant shall also pay 100% of all costs to construct, maintain, replace, if necessary, and repair the Athletic Fields."

d. All references in the Lease to Tenant utilizing the Premises as a school, specifically including references in Paragraph 12, are hereby deleted.

2. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease and all rights and benefits therefrom, effective as of June 1, 2016 (the "Effective Date"). Assignor shall deliver possession of the Premises on or before the Effective Date.

3. Assumption of Assignor's Obligations. Assignee hereby assumes all of the terms, covenants, conditions, duties and obligations of the Assignor under the Lease that accrue on or after the Effective Date. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any liabilities under the Lease accruing prior to the Effective Date. Assignee agrees to indemnify and hold Assignor harmless from any liabilities under the Lease arising out of the acts or omissions of Assignee, and which accrue on or after the Effective Date.

4. Landlord's Consent. Landlord hereby consents to the assignment of the Lease to Assignee. Notwithstanding anything in the Lease to the contrary, Assignor is hereby released from all liability under the Lease accruing on or after the Effective Date.

5. Operations Prior to Effective Date. Assignor agrees (i) to keep the Lease in full force and effect to the Effective Date; (ii) not to amend, modify, terminate or surrender the Lease; (iii) not to assign or encumber the Lease or sublet the Premises; and (iv) to maintain the Premises in good condition and repair to the Effective Date.

6. Broker. Assignor and Assignee warrant and represent to the other that such party has not dealt with any broker, agent, or other party who might be deemed to be entitled to a commission or finder's fee in connection with the transaction contemplated under this Assignment. Assignor will indemnify, defend, and hold harmless Assignee from and against any claim for a commission or finder's fee made by any party by, through, or under Assignor, and Assignee will indemnify, defend, and hold harmless Assignor from and against any claim for a commission or finder's fee made by any party by, through, or under Assignee.

7. Miscellaneous. This Assignment (a) shall be governed by and construed according to the law of the State where the Premises are located, (b) shall be binding upon Landlord and Assignor, their successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns, (c) may not be amended except by a written agreement executed by the parties hereto, and (d) in the event of any conflict between the terms of the Lease and this Assignment, the terms of this Assignment shall prevail.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

ASSIGNOR:

NFI INTERACTIVE LOGISTICS, LLC

By: ______________________
Name: Sidney Brown
Title: CEO

ASSIGNEE:

NFI MANAGEMENT SERVICES, L.L.C.

By: ______________________
Name: Sidney Brown
Title: CEO

LANDLORD:

HAMMONTON BEC, LLC

By: ______________________
Name: Sidney Brown
Title: President

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of September 6, 2016 by and among Tenant and Landlord, each as defined below in Section A.

A. THE PARTIES

Tenant's Name and type of entity:	NFI Interactive Logistics, LLC a New Jersey limited liability company
Tenant's Address for Notices:	1515 Burnt Mill Road Cherry Hill, NJ 08003 ATT: General Counsel
Landlord's Name and type on entity	Echelon Title LLC a Delaware limited liability company
Landlord's address for Notices	Echelon Title LLC The Bellevue 200 S. Broad Street, Third Floor Philadelphia, PA 19102 ATT: General Counsel

B. DEFINITIONS AND BASIC TERMS

The following definitions and basic terms shall have the indicated meanings when used in this Lease:

0.1 Building: The building located at 220 Laurel Road, Voorhees, NJ 08043

0.2 Demised Premises: Approximately 21,026 rentable square feet ("RSF") (the "Demised Premises") located on the first floor of the Building, as more particularly described in Exhibit A-1 attached hereto and made a part hereof.

0.3 Property: The Building, the parcel of land described by metes and bounds on Exhibit A-2 ("Land") upon which the Building is situated and any other improvements located thereon.

0.4 Tenant's Rentable square feet: Tenant's rentable square feet totals approximately 21,026 RSF, including the Expansion Space (as defined herein).

0.5 Commencement Date: October 1, 2016

0.6 Term: Commencing on the Commencement Date and ending at 5:00 PM on December 31, 2019, subject to extension or earlier termination as provided herein.

0.7 Base Rent:

Months one (1) through twelve (12): $1[redacted] per RSF

Months thirteen (13) through twenty-four (24): $[redacted]er RSF

Months twenty-five (25) through thirty-six (36): $[redacted]per RSF

Months thirty-seven (37) through thirty-nine (39): [redacted]per RSF

Notwithstanding anything to the contrary contained herein, Base Rent related to certain expansion space in the Demised Premises consisting of approximately 5,580 RSF, as more specifically shown on Exhibit A-1 attached hereto (the "Expansion Space") shall commence on the earlier of (i) January 1, 2017 or (ii) the date upon which Tenant commences occupying and operating for business within the Expansion Space (the earlier of (i) or (ii) to be referred to herein as the "Tenant Operations Date"), and Tenant shall have no obligation to pay Base Rent on the Expansion Space for any period prior to the Tenant Operations Date.

Monthly Base Rent: Subject to the Tenant Operations Date as set forth above, $[redacted]months one (1) through twelve (12); [redacted] months thirteen (13) through twenty-four [redacted] months twenty-five (25) through thirty-six (36); [redacted] months thirty-seven (37) through thirty-nine (39).

0.8 Annual Operating Costs: Tenant shall be responsible for its Proportionate Share of increases, if any, in Annual Operating Costs to the extent Annual Operating Costs are due from Landlord during the Term that exceed Annual Operating Costs in the 2016 calendar year. Tenant shall be responsible for its Proportionate Share of Building electricity costs as part of the Annual Operating Costs, subject to the terms set forth herein.

0.9 Rental: Base Rent, Annual Operating Costs and all other sums that Tenant may owe to Landlord under this Lease. ("Rental")

0.10 Security Deposit: None

0.11 Permitted Use: Call Center and General Office Purposes

0.12 Tenant Renewal Tenant shall have one of two options to renew the Lease as more

Options:	fully described in Section 23.
0.13 Option to Terminate:	None
0.14 Proportionate Share:	Proportionate Share shall be the fraction in which the numerator equals the Demised Premises RSF and the denominator equals the Building's total RSF.
0.15 Tenant Improvements	Tenant shall have the right, but not any obligation, to construct certain improvements to the Demised Premises (including the Expansion Space) (the "Tenant Improvements"). If Tenant elects to perform the Tenant Improvements, then Tenant shall perform the Tenant Improvements in accordance with plans and specifications mutually approved by Landlord and Tenant (Landlord's approval of such plans and specifications shall not be unreasonably withheld, conditioned or delayed). If Tenant elects to perform the Tenant Improvements, Landlord shall contribute $175,000.00 (the "Allowance") to be applied against the costs and expenses incurred by Tenant in performing the Tenant Improvements (the "Total Costs"). In the event that the Total Costs exceed the amount of the Allowance, Tenant shall be responsible for the excess costs. In the event that the Total Costs are less than the Allowance, Tenant shall be entitled to the benefit of the savings and Tenant shall receive a credit of such amount against the next occurring rent due and payable hereunder. The Allowance shall become due and payable by Landlord within thirty (30) days after the date Tenant completes the Tenant Improvements. In the event Landlord fails to pay the Allowance to Tenant within such thirty (30) day period, Tenant shall be entitled to offset such amount against the next rent payments becoming due hereunder. Notwithstanding anything to the contrary contained herein, if Tenant does not elect to perform the Tenant Improvements, Tenant shall notify Landlord of such election not to perform the Tenant Improvements. The parties hereto acknowledge and agree that following the date of such notice from Tenant to Landlord, the entire amount of the Allowance shall then be credited against Rental due and payable by Tenant under this Lease in equal monthly installments deducted from each monthly Rental payment over the succeeding twelve (12) month period.

NOW, THEREFORE, in consideration of the Demised Premises and mutual covenants contained herein, the parties hereto for themselves, their successors and assigns, hereby covenant and agree with the foregoing and as follows:

1. **Premises and Lease.**

1.1 **Demised Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Demised Premises, which constitutes a portion of real estate development referred to in this Lease as "Voorhees Town Center" or "Town Center", situated within the Township of Voorhees, State of New Jersey. This Lease also includes the right of Tenant to use the Demised Premises for the Permitted Use in compliance with all applicable laws and Town Center Declarations (as defined in Section 28); and, together with other tenants of the Building and members of the public, to use the common areas of the Building (hereinafter referred to as the "Common Facilities" or "Common Areas"), which Common Facilities shall include the entrances, walkways, sidewalks and driveways providing access to the Building and the mechanical rooms, corridors, hallways, restrooms, breakroom and outdoor patio serving the Building. In no event shall the Common Facilities or Common Areas be altered in such a way that will negatively affect Tenant's visibility, ingress/egress and/or use and occupancy of the Demised Premises. Tenant, its employees, agents, and invitees shall have access to the Building and Demised Premises on a twenty-four (24) hour per day, seven (7) days per week basis. In addition, approved personnel of Tenant (including Tenant's IT staff and managers) shall have access to the computer room located on the first floor of the Building. Landlord shall have access through the Demised Premises to the computer room located on the first floor of the Building. Landlord shall deliver the entire Demised Premises to Tenant on the Commencement Date in "as-is" condition subject to the completion of the Landlord's Work (as defined herein), Landlord's maintenance and repair obligations under the Lease and, if Tenant, in its sole discretion, elects to perform the Tenant Improvements, Tenant's completion of the Tenant Improvements, free of any tenants or other occupants with all Building systems in as good working order as currently exists. Notwithstanding the foregoing, Tenant acknowledges that prior to the Commencement Date it is currently open and operating its business in a portion of the Demised Premises (consisting of approximately 15,446 rentable square feet) under the Prior Lease (as defined in Section 45) and shall accept such portion of the Demised Premises on the Commencement Date in its then existing "as-is" condition, subject to Landlord's maintenance and repair obligations under the Lease and the Landlord's performance of the Landlord's Work.

1.2 **System Changes**. Subject to all of the other requirements of this Lease regarding alterations, Tenant shall not exceed the capacity of any of the electrical conductors and equipment in the Demised Premises or Building and shall not install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacements or additions to (or which might cause damage to) the plumbing system, heating system, air-conditioning system or the electrical system servicing the Demised Premises or the Building.

2. **Term; Landlord's Work.**

2.1 **Term.** The term ("Term") of this Lease shall commence on October 1, 2016 (the "Commencement Date"), and shall, unless extended or terminated earlier in accordance with the terms of this Lease, expire on December 31, 2019 (the "Expiration Date"). Notwithstanding the foregoing Commencement Date, Tenant and its authorized agents, employees and contractors shall have the right, at all reasonable times on and after the complete execution of this Lease and prior to the Commencement Date to enter the Demised Premises for the purpose of moving in Tenant's furniture, fixtures and equipment and otherwise preparing the Demised Premises for Tenant's use and occupancy, in compliance with the terms and conditions of this Lease regarding alterations. Any such early entry shall be upon and subject to all of the terms and conditions of this Lease with the exception of the payment of Rental, including the requirement of providing Landlord with insurance certificates evidencing insurance coverage prior to entry into the Demised Premises.

2.2 **Recordation.** This Lease shall not be filed for record with the recorder's office of the county in which the Demised Premises are located.

2.3 **Landlord's Work**. Landlord shall, at its sole cost and expense (and not subject to the Allowance), construct a wall separating the Demised Premises from the Common Areas of the Building as depicted in Exhibit F-2 (the "Landlord's Work"). Prior to performing the Landlord's Work, to the extent the work is materially changed from Exhibit F-2, Landlord shall submit to Tenant for Tenant's approval, such approval not to be unreasonably withheld, conditioned or delayed, plans and specifications for the Landlord's Work. Landlord shall perform the Landlord's Work in a good and workmanlike manner and in compliance with all Laws (as defined herein). Landlord shall complete the Landlord's Work on or before December 31, 2016. In connection with the performance of the Landlord's Work, Landlord shall use commercially reasonable efforts to avoid any interference with Tenant's existing business operations in the Demised Premises.

3. **Rent.**

3.1 **Base Rent.** Except as otherwise expressly provided in this Lease, beginning on the Commencement Date, Base Rent shall accrue under this Lease as set forth in Section B 0.7. Base Rent shall not accrue on the Expansion Space until the Tenant Operations Date. In addition to Base Rent, Tenant shall be liable for payment of all Tenant's Proportionate Share of Annual Operating Costs (as hereinafter defined) and all utilities as set forth in Section 29 hereof. Such Base Rent shall be paid without notice or demand (except as otherwise provided herein), and without setoff (except as otherwise provided herein), in equal monthly installments in advance, on the first day of each calendar month during the Term of this Lease. If the Commencement Date shall fall on a day other than the first day of a calendar month, the rent shall be apportioned pro rata on a per diem basis. In addition, Tenant shall pay Landlord without setoff (except as otherwise provided herein) the additional rent as hereinafter set forth.

3.2 **Additional Rent; Net Lease.**

(a) **Base Year.** As used herein the term "Base Year" shall mean calendar year 2016.

(b) **Annual Operating Costs.** As used herein, the term "Annual Operating Costs" shall mean the aggregate of all reasonable costs to Landlord of operating and maintaining the Property during each calendar year of the Term. Such costs shall include by way of example rather than limitation: insurance premiums, costs for repairs, maintenance, service contracts, governmental permits, overhead expenses, costs of furnishing water, sewer, gas, fuel, electricity and other utility services (exclusive of costs separately allocated to and separately paid by tenants, such as, without limitation, charges for electricity), janitorial service, trash removal, security services, landscaping and grounds maintenance, the common area costs imposed on the

Property as part of the Voorhees Town Center, and the costs of any other items attributable to operating or maintaining any or all of the Property, excluding any costs which under generally accepted accounting principles are capital expenditures; provided, however, that Annual Operating Costs shall also include the annual amortization (over the anticipated useful life as determined in accordance with GAAP) of the cost (including reasonable financing charges) of a capital improvement falling within any of the following categories: (A) a labor saving device or improvement which reduces or eliminates any other component of Annual Operating Costs; (B) an installation or improvement required by reason of any law, ordinance or regulation which is generally applicable to similar office buildings and became effective after the date of this Lease; or (C) an installation or improvements which directly enhances safety of tenants in the Building generally provided the costs are reasonable for the nature of the improvement installed and are customarily installed in similar office buildings located in Southern New Jersey. Tenant's Proportionate Share is a fixed percentage and does not vary with changing occupancy levels of the Building. Annual Operating Costs are computed for the Building as a whole. Accordingly, in order to stabilize the calculation of increases in Annual Operating Costs on a rentable square foot basis for the Demised Premises, a further adjustment is to be made as follows: In determining Annual Operating Costs for any year, including the Base Year, if the Building was less than fully occupied during such entire year, or was not in operation during such entire year, then Annual Operating Costs shall be annualized by Landlord (taking into account seasonal variations) and adjusted to reflect the amount that such expenses would normally be expected to have been, in the reasonable estimate of Landlord, had the Building been fully occupied and operational throughout such year, except that in no event shall such adjustment result in an amount less than the actual Annual Operating Costs. The foregoing shall only apply to Annual Operating Costs that would vary based on occupancy and in no event shall Tenant pay more than Tenant would have paid had the Building been fully occupied and Landlord provided such services to the entire Building. In the event a particular tenant elects to perform, at its own expense, a service otherwise provided by Landlord (for example, janitorial service), then in order to provide a stabilized calculation of costs on a rentable square foot basis, Annual Operating Costs shall be deemed to include the amount which would reasonably have been incurred if the service were performed by Landlord. Annual Operating Costs shall also include all real estate taxes and assessments, general or special, ordinary or extraordinary, imposed upon the Building and associated land, and any and all existing or future improvements of whatever kind thereto or thereon. "Taxes" shall include, without limitation, any assessment imposed by any public or private entity by reason of the Building being located in a special services district, transportation district or similar designation. In no event, shall Tenant be liable for income, estate, inheritance, taxes based upon gross receipts, gift, franchise or transfer taxes of Landlord or its affiliates or any "roll -back" taxes for periods prior to the Term of this Lease or any interest and penalties for late payment of Taxes. If, due to a future change in the method of taxation, any other tax, however designated, is imposed in substitution for real estate taxes, then such other tax shall be included within Annual Operating Costs.

(c) **Operating Cost Exclusions.** Notwithstanding anything to the contrary in this Lease, Annual Operating Costs shall exclude the following items: (1) costs incurred in connection with the original construction of the Building; (2) real estate brokers' commissions, tenant improvements, or other costs incurred for attracting tenants or with respect to other rentable area; (3) legal, accounting or professional fees and costs incurred in connection with lease negotiations, the audit of any Landlord financial materials and requests related to any assignment or sublease; (4) interest and principal payments on the indebtedness of Landlord; (5) overhead and profit paid to subsidiaries or affiliates of Landlord for services for supplies or other materials to the extent the amounts incurred are in excess of those which would have been reasonably incurred if such supplies or services were obtained from unrelated third parties; (6) voluntary contributions to any political or charitable persons or entities; (7) costs for the acquisition of sculpture, paintings or other art objects; (8) advertising, marketing and promotion costs; (9) costs associated with the operation of the corporation or other entity which constitutes Landlord, as distinguished from costs of operation of the Property; (10) costs for which Landlord is reimbursed under warranties or by insurance companies, other tenants, or other third parties; (11) reserves; (12) costs of performing any clean-up of "Hazardous Substances" (defined in Section 31.2 below) to the Property, other than common office, maintenance and cleaning supplies; (13) depreciation or amortization of any improvements or equipment except as expressly referred to as including in Annual Operating Costs in this Section paragraph (b) above; (14) the costs and expenses incurred in leasing equipment or systems that would ordinarily constitute a capital expenditure if such equipment or systems were purchased, to the extent such rental charges exceed the amortization charge, if any, that would have been permitted had the item been purchased; (15) costs of repairs or other work necessitated by fire, windstorm or other casualty normally covered by insurance of commercial office buildings and/or costs of repair or other work necessitated by the exercise of the right of eminent domain, except that the portion of such costs not actually covered by insurance as a result of commercially reasonable deductibles, exclusions, coverage limits and the like shall be included in Annual Operating Costs; (16) interest or penalties due to the late payment of taxes, utility bills or other costs; (17) rent under any ground lease or master lease; (18) costs incurred in connection with the financing or transfer of the Building or the Demised Premises (including the cost of any lender's policy of title insurance) or any interest therein; (19) expenses which are separately metered or calculated for the Building, which are billed separately to Tenant or one or more other tenant(s), as applicable; (20) wages, salaries and other compensation paid to personnel above the grade of property manager; (21) Landlord's general overhead and any other expense not directly related to the Property; (22) costs in connection with disputes with tenants or disputes arising out of declaration or other similar instruments affecting the Property; (23) costs incurred in contesting Taxes or legal requirements except to the extent the costs do not exceed the resulting savings; (24) repairs made for the benefit of particular tenants or which are required to be made under tenant leases; (25) costs of any maintenance, repair, renovation, replacement or upkeep to any tenant space in the Building; (26) costs to maintain, repair or replace the Building roof or structure; and (27) any administrative or management fees. Landlord will not collect or be entitled to collect more than one hundred percent (100%) of the Annual Operating Costs actually paid by Landlord in connection with the operation of the Property in any calendar year.

(d) **Share of Annual Operating Costs.** For and with respect to each calendar year within which the Term of this Lease (and any extension or renewal thereof) falls, there shall accrue, as additional rent, an amount by which Tenant's Proportionate Share of Annual Operating Costs for such year exceeds the amount of Annual Operating Costs for the Base Year. Commencing with the second (2nd) full calendar year of the Term of this Lease and for each calendar year thereafter, Controllable Operating Costs shall not increase on a cumulative basis by more than four percent (4%) per annum. "Controllable Operating Costs" shall mean all

Annual Operating Costs as set forth in Section 3.2(b) of this Lease, except for Taxes, utility costs, snow and ice removal and insurance premiums.

(e) **Proration; Payments.** Such additional rent shall be prorated on a per-diem basis for any partial calendar year included within the beginning and end of the Term. Said additional rent shall be paid during each calendar year in equal monthly installments in an amount equal to 1/12 of Landlord's estimate of the additional rent for such calendar year.

(f) **Final Determinations.** For purposes of determining Tenant's Proportional Share of any Taxes included within Annual Operating Costs, any assessment upon which Tenant's Proportionate Share of Taxes is based shall be deemed to be the amount initially assessed until such time as an abatement, refund, rebate or increase, if any (retroactive or otherwise), shall be finally determined to be due, and upon such final determination, Landlord shall promptly notify Tenant of the amount, if any, due to Tenant or Landlord, as the case may be, as a result of the adjustment, and appropriate payment to Landlord or Tenant, as the case may be, shall thereafter be promptly made. Landlord shall have no duty to Tenant to contest, appeal or otherwise challenge any taxes. In the event of any reduction in Taxes by reason of legal or other action taken by Landlord in contest of same, there shall be added to and be deemed a part of the Taxes in question the amount of Landlord's reasonable legal and other costs and expenses in obtaining the reduction (but not an amount in excess of the tax savings).

(g) **Estimated Payments.** Landlord shall have the right, at its option, to make from time to time (but not more than one (1) time in any calendar year) a reasonable estimate of the additional rent on account of Annual Operating Costs which may become due hereunder with respect to any calendar year, and, upon notification to Tenant thereof, to require Tenant to pay to Landlord, at the time the monthly installments of Base Rent are payable, the amount obtained by dividing such estimate of additional rent by the number of months remaining in such year after the giving of such notice to Tenant. Tenant shall continue to pay the estimated monthly amount until Tenant receives a new estimate from Landlord. Such estimate shall in no event be less than the Tenant's Proportionate Share of additional rent on account of Annual Operating Costs due for the preceding calendar year. Landlord shall cause the actual amount of Tenant's Proportionate Share of Annual Operating Costs to be computed and forwarded in writing to Tenant as soon as practicable following the end of each calendar year, but not more than one hundred twenty (120) days after the end of the calendar year, and Tenant or Landlord, as the case may be, shall within ten (10) days after receipt of same, pay to the other the amount of any deficiency or overpayment. Upon the written request of Tenant, Landlord shall provide Tenant with written supporting documentation evidencing the foregoing reconciliation calculation. If Landlord fails to provide a reconciliation statement for any expense within two (2) years after such expense was incurred, Landlord shall be deemed to have waived its right to collect any underpayments by Tenant of such amounts.

(h) **Inspection By Tenant.** Tenant shall have the right to verify the actual amount of Tenant's Proportionate Share of Annual Operating Costs, at Tenant's expense (except as otherwise set forth herein), during the two hundred ten (210) day period following receipt of Landlord's statement of the amount due, by inspecting the Landlord's books and records. Such inspection shall occur upon reasonable prior notice and at reasonable times during normal business hours, in a manner that shall not materially interfere with Landlord's business operations. In the event that the inspection reveals any discrepancy adverse to Tenant, Tenant shall notify Landlord thereof in writing within sixty (60) days after such inspection. In the event that the parties are unable to agree upon the correct amount of the statement, either party may submit the issue to arbitration, the result of which shall be binding upon the parties. Notwithstanding anything to the contrary, during the period of inspection, Tenant shall continue to pay the estimated payments determined by Landlord pursuant to this Lease until a resolution of such inspection. If Tenant shall not notify Landlord in writing of any dispute regarding the Annual Operating Costs within two hundred seventy (270) days after receipt from Landlord of a statement of the amount due, then such amounts shall be deemed approved by Tenant. If the parties determine through Tenant's audit and or any arbitration that Landlord has overcharged the Annual Operating Costs for the Building by more than five percent (5%), Landlord shall pay the reasonable third -party costs of Tenant's audit in an amount not to exceed $2,500.00.

3.3 **Overdue Payments.** If Base Rent, additional rent or any other sum due from Tenant to Landlord shall be overdue for more than ten (10) days after written notice from Landlord that the same is due, the Tenant shall pay to Landlord an amount equal to five percent (5%) of the amount so overdue.

4. **Subordination and Nondisturbance.**

4.1 **Subordination.** Subject to the following conditions precedent, this Lease and Tenant's rights hereunder shall be subject and subordinate at all times in lien and priority, to any first mortgage or other primary encumbrance now or hereafter placed upon or affecting the Building or the Demised Premises, and to all renewals, modifications, consolidations and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant shall execute and deliver within thirty (30) days of the Landlord's written demand any further commercially reasonable instrument or instruments confirming the subordination of this Lease to the lien of any such first mortgage or to the lien of any other mortgage if requested to do so by Landlord with the consent of the first mortgagee, and any further commercially reasonable instrument or instruments of attornment that may be desired by any such mortgagee or Landlord. Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by giving notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery, and in that event such mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution and delivery of the mortgage and had been assigned to such mortgagee.

4.2 **Nondisturbance.** The foregoing subordination of this Lease shall be conditioned upon Tenant's receipt from any such first mortgagee of a nondisturbance and attornment agreement on lender's standard form reasonably acceptable to Tenant (a "Non-Disturbance Agreement") which provides that as long as Tenant is not in default under the Lease beyond the applicable grace, notice or cure periods, such mortgagee (a) shall honor this Lease in accordance with its terms, (b) shall not disturb Tenant in its possession of the Demised Premises, (c) shall not name Tenant in any foreclosure proceedings, and (d) shall cause Landlord's obligations under this Lease to be performed, during such time as that mortgagee shall be the

Landlord hereunder, from and after the date of any foreclosure, purchase or transfer, and by which Tenant agrees to attorn to and recognize such mortgagee as Landlord in accordance with the terms of this Lease, with the further understanding that such Non-Disturbance Agreement may contain such qualifications, terms and limitations as Tenant and the holder of the first mortgage shall using commercially reasonable efforts agree upon consistent with transactions of similar scope and magnitude. Landlord shall promptly deliver to Tenant from any future mortgagees, properly executed and acknowledged, recordable Nondisturbance Agreements provided Tenant executes such mortgagee's customary and reasonable subordination and attornment agreements. Landlord represents and warrants to Tenant that on the date of this Lease there are no mortgages or ground leases encumbering the Demised Premises.

4.3 **Notice to Tenant of Landlord's Mortgages.** Landlord shall promptly notify Tenant of Landlord's execution of any new mortgage(s) on the Demised Premises. Promptly after the execution of any new mortgage, Landlord shall deliver to Tenant a properly executed, acknowledged, recordable Nondisturbance Agreement in accordance with this Article from such new mortgagee or ground lessor.

4.4 **Confirmation of Subordination.** Subject to the conditions set forth in this Section 4, Tenant agrees to execute and deliver any reasonable instruments confirming such subordination as reasonably requested by any mortgagees or ground lessors.

5. **Quiet Enjoyment.**

5.1 **Quiet Enjoyment.** As long as Tenant shall pay the Rental due hereunder and shall duly perform all the terms, covenants and conditions of this Lease, Tenant shall quietly have and enjoy the Demised Premises during the Term of this Lease without hindrance or molestation by Landlord or anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease. Landlord hereby reserves the right to prescribe reasonable rules and regulations (herein called the "Rules and Regulations") governing the use and enjoyment of the Demised Premises; provided that the Rules and Regulations shall not materially interfere with the Tenant's use and enjoyment of the Demised Premises in accordance with the provisions of this Lease regarding the permitted uses. Tenant shall adhere to the Rules and Regulations and shall cause its agents, employees, invitees, visitors and guests to do so. A copy of the Rules and Regulations in effect on the date hereof is attached hereto as Exhibit B.

6. **Covenants with Respect to the Lease.**

6.1 **Intentionally omitted.**

6.2 **Intentionally omitted.**

6.3 **Compliance with Laws.** Except as otherwise provided herein, Tenant shall at all times fully comply with all Laws (as defined herein) with respect to its specific use and occupancy of the Demised Premises and the operation of its specific business conducted therein. At the request of Landlord, Tenant shall deliver copies of all permits, certificates and licenses evidencing Tenant's compliance with all Laws. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the sole responsibility for compliance, at Landlord's cost and expense, with all Laws relating to the structural and mechanical features of the Demised Premises and the Building or generally relating to office uses.

7. **Services and Repairs**. Tenant, at its sole cost and expense and throughout the Term of this Lease or extensions thereof, shall keep and maintain the interior, non-structural portions of the Demised Premises in a neat, safe and orderly condition, and shall use all reasonable precautions to prevent waste, damage or injury. Tenant shall be responsible for making all repairs, replacements, modifications and additions required to keep and maintain the interior, non-structural portions of the Demised Premises and utility systems serving only the Demised Premises in good order and condition and Landlord, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the roof and structural portions of the Building, including the exterior walls, foundations, columns and beams, and all plumbing, electrical, heating and ventilating systems serving the Building and the Demised Premises as part of Building-wide service; provided, however, that Landlord shall have no responsibility to make any repairs unless and until Landlord receives written notice of the need for such repair, or Landlord otherwise becomes, or should become, aware. Furthermore, repairs and replacements to the structural portion of the Demised Premises arising out of or caused by Tenant's misuse of the Demised Premises or by Tenant's installations in or upon the Demised Premises or by any act or omission of Tenant or any employee, agent, contractor, or invitee of Tenant, shall be made at the sole cost and expense of Tenant, unless the same is covered by insurance carried or required to be carried by Landlord. All of said repairs, replacements, modifications and additions shall be in quality and class equal to the original work or installation, and shall be effected in compliance with all applicable laws, ordinances, rules and regulations of all governmental bodies having or asserting jurisdiction over the Demised Premises. If Tenant fails to make such repairs, replacements, modifications and additions within a reasonable period of time following receipt of written request therefor, same may be made by Landlord at the reasonable expense of Tenant and such expense shall be collectible as a Rental payment and shall be paid by Tenant within thirty (30) days after rendition of a bill thereof. Notwithstanding anything to the contrary contained herein, if Landlord fails to make any repairs or replacements that the Landlord is required to make under this Lease within thirty (30) days after written notice from Tenant (or such shorter period as may be appropriate in the case of an emergency), Tenant shall have the right, but not the obligation, to complete such repairs on Landlord's behalf in which case Landlord shall reimburse Tenant for all reasonable costs and expenses incurred by Tenant in curing such failure within thirty (30) days after written demand by Tenant.

8. **Intentionally omitted.**

9. **Casualty and Condemnation.**

9.1 **Damage by Fire or Other Casualty.**

(a) **Restoration.** If the Building shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord to the extent it knows of such damage, and Landlord, subject to the conditions set forth in this Section, shall repair, rebuild or replace such damage and restore the Building to substantially the same condition in which it was immediately prior to such damage or destruction; provided, however, that Landlord shall only be obligated to restore such damage to the extent of proceeds available to Landlord under the fire and other extended coverage insurance policies maintained by Landlord at Tenant's expense pursuant to the provisions of this Lease.

(b) **Time.** The work shall be commenced promptly and completed with due diligence, taking into account the time required by Landlord to effect a settlement with, and procure insurance proceeds from, the insurer, and for delays beyond Landlord's reasonable control. If there is damage or destruction to the Demised Premises, Landlord shall furnish to Tenant, promptly after the casualty, the estimate of a reputable contractor of the time necessary to rebuild and restore. If such estimated time exceeds ninety (90) days, Tenant may terminate this Lease by written notice to Landlord. If Tenant does not so terminate, or if said termination provisions do not apply, this Lease shall remain in effect regardless of whether the actual restoration time differs from the estimate; provided, however, if such restoration if not completed within one hundred eighty (180) days after the occurrence of the same, Tenant shall have the right to terminate this Lease by written notice to Landlord. Notwithstanding anything contained herein to the contrary, if any such damage to the Building or the Demised Premises occurs in the last year of the Term, then Tenant shall have the right to terminate this Lease by written notice to Landlord.

(c) **Proceeds.** The net amount of any insurance proceeds (excluding proceeds received pursuant to a rental coverage endorsement) recovered by reason of the damage or destruction of the Building or Demised Premises in excess of the cost of adjusting the insurance claim and collecting the insurance proceeds (such excess amount being hereinafter called the "net insurance proceeds") shall be applied towards the reasonable cost of restoration. If in Landlord's reasonable opinion the net insurance proceeds available to Landlord will not be adequate to complete such restoration, Landlord shall have the right to terminate this Lease and all the unaccrued obligations of the parties hereto by sending a written notice of such termination to Tenant within sixty (60) days of such damage or destruction, the notice to specify a termination date no less than ten (10) days after its transmission; provided, however, that if the damage relates only to the Demised Premises and occurs prior to the last eighteen (18) months of the Term, Tenant may require Landlord to withdraw the notice of termination by agreeing to pay the cost of restoration in excess of the net insurance proceeds and by giving Landlord adequate security for such payment prior to the termination date specified in Landlord's notice of termination. If the net insurance proceeds are more than adequate, the amount by which the net insurance proceeds exceed the cost of restoration will, to the extent covered by Tenant's insurance policies and applicable to Tenant's personalty, be retained by Tenant, and otherwise will be retained by Landlord or applied to repayment of any mortgage secured by the Building.

(d) **Tenant's Property.** Landlord's obligation or election to restore the Building under this Section shall not include the repair, restoration or replacement of the fixtures, improvements, alterations, furniture or any other property owned, installed, made by, or in the possession of Tenant.

(e) **Abatement.** Tenant will receive an abatement of its Base Rent and additional rent to the extent and during the time the Building, the Demised Premises or any portion thereof is rendered untenantable due to casualty.

9.2 **Condemnation**

(a) **Termination.** If (i) all of the Demised Premises is covered by a condemnation; or (ii) if any part of the Demised Premises is covered by a condemnation and the remainder thereof (after taking into account any restoration which Landlord has agreed to perform, if any) is insufficient in Tenant's reasonable judgment for the reasonable operation therein of Tenant's business; or, (iii) if any of the Demised Premises is covered by a condemnation and, in Landlord's reasonable opinion, it would be impractical or the condemnation proceeds available to Landlord are insufficient to restore the remainder of the Demised Premises; then, in any such event, this Lease shall terminate and all obligations hereunder shall cease as of the date upon which possession is taken by the condemnor and the 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. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation in accordance with Section 9.2(c) below.

(b) **Partial Condemnation.**

(i) If there is a partial condemnation and this Lease has not been terminated pursuant to Section 9.2(a) hereof, then Landlord shall restore the Building and Building improvements to a condition and size as nearly comparable, as reasonably possible, to the condition and size thereof immediately prior to the date upon which possession shall have been taken by the condemnor. If the condemnation proceeds are more than adequate to cover the cost of restoration and the Landlord's expenses in collecting the condemnation proceeds, any excess proceeds shall be applied first to repayment of any mortgage secured by the Building or the Demised Premises and thereafter shared between Landlord and Tenant as provided in Section 9.2(c) below.

(ii) If there is a partial condemnation and this Lease has not been terminated by the date upon which the condemnor shall have obtained possession, then the obligations of Landlord and Tenant under this Lease shall be unaffected by such condemnation except that there shall be an equitable abatement for the balance of the Term of the Base Rent and additional rent according to the value of the Building before and after the date upon which the condemnor shall have taken possession. If the parties are unable to agree upon the amount of such abatement, either party may submit the issue to arbitration in accordance with Section 27.4 hereof.

(c) **Award.** 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 and moving expenses; provided and to the extent, however, that such claims or payments do not reduce the sums otherwise payable by the condemnor to Landlord. Except as aforesaid, Tenant hereby waives all claims against Landlord and Tenant hereby assigns to

Landlord all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in value of Tenant's leasehold interest.

(d) **Temporary Taking.** If the condemnor should take only the right to possession for a fixed period of time or for the duration of an emergency or other temporary condition, then, notwithstanding anything hereinabove provided, this Lease shall continue in full force and effect without any abatement of rent, but the amounts payable by the condemnor with respect to any period of time prior to the expiration or sooner termination of this Lease shall be paid by the condemnor to Landlord and the condemnor shall be considered a subtenant of Tenant. Landlord shall apply the amount received from the condemnor applicable to the rent due hereunder net of costs to Landlord for the collection thereof, or as much thereof as may be necessary for such purpose, toward the amount due from Tenant as rent for that period; and, Tenant shall pay to Landlord any deficiency between the amount thus paid by the condemnor and the amount of the rent, or Landlord shall pay to Tenant any excess of the amount of the award over the amount of the rent.

10. **Intentionally omitted.**

11. **Intentionally omitted.**

12. **No Waivers.** Failure by any party in any instance to insist upon the strict performance of any one or more of the obligations of any other party under this Lease, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by such party of any other party's defaults or breaches hereunder or of any of such party's rights and remedies by reason of such defaults or breaches, or a waiver or relinquishment for the future of the requirement of strict performance of any and all of the other entity's obligations hereunder. Further, no payment by Tenant or receipt by Landlord of a lesser amount than the correct amount or manner of payment of Rental due hereunder shall be deemed to be other than a payment on account, or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Landlord may accept any checks or payments as made without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or otherwise provided at law or equity.

13. **Notices.** Any notice, statement, demand, consent, approval, advance or other communication required or permitted to be given, rendered or made by any party to the other parties, pursuant to this Lease or pursuant to any applicable law or requirement of public authority (collectively, "communications") shall be in writing and shall be deemed to have been properly given, rendered or made only if sent by personal delivery, receipted by the party to whom addressed, or certified mail, return receipt requested, posted in a United States post office station in the continental United States, or by reputable overnight delivery service, addressed to Tenant or Landlord at their address first above written. All such communications shall be deemed to have been given, rendered or made when delivered and receipted by the party to whom addressed, in the case of personal delivery, or three (3) business days after the day so mailed or one (1) business day after overnight delivery service. Any party may, by notice as aforesaid, designate a different address or addresses for communications intended for it. Any

communication from one party hereunder shall be simultaneously given to each of the other parties hereunder.

14. **Broker.** Each party hereto covenants, warrants and represents to the other party that it has had no dealings, conversations or negotiations with any broker other than Newmark Grubb Knight Frank, as agent for Landlord ("Landlord Broker") and Markeim-Chalmers, as agent for Tenant ("Tenant Broker" and collectively with the Landlord Broker, sometimes herein called "Brokers"), concerning the execution and delivery of this Lease. Each party agrees to indemnify and hold harmless the other party against and from any claims for any brokerage commissions and all costs, expenses and liabilities in collection therewith, including, without limitation, reasonable attorneys' fees and disbursements, arising out of its respective representations and warranties contained in this Section 14 being untrue. Tenant shall have no liability for any brokerage commissions due to the Brokers. The provisions of this Section 14 shall survive the expiration or earlier termination of the Term hereof.

15. **Disclaimer.** Except as expressly set forth in this Lease, Tenant acknowledges and agrees that Landlord has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (a) the nature, quality or condition of the Demised Premises, (b) the suitability of the Demised Premises for any and all activities and uses which Tenant may conduct thereon, (c) the compliance of or by the Demised Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (d) the manner or quality of the construction or materials, if any, incorporated into the Demised Premises, (e) the manner, quality, state of repair or lack of repair of the Demised Premises, (f) compliance with any environmental Laws or any pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the Demised Premises of Hazardous Substances, or (g) any other matter with respect to the Demised Premises. Additionally, unless expressly set forth herein, no person acting on behalf of Landlord is authorized to make, and by execution hereof Tenant acknowledges that no person has made (except as otherwise set forth herein), any representation, agreement, statement, warranty, guaranty or promise regarding the Demised Premises or the transaction contemplated herein; and no such representation, warranty, agreement, guaranty, statement or promise if any, made by any person acting on behalf of Landlord will be valid or binding upon Landlord. Notwithstanding the foregoing, Tenant shall not be responsible for Landlord's actions or omissions with respect to the Demised Premises or Landlord's obligations under this Lease before the date hereof or after the expiration of this Lease. Notwithstanding anything to the contrary contained herein, Landlord represents and warrants that as of the Commencement Date, the Demised Premises shall be in compliance with all Laws, including, without limitation, the Americans with Disabilities Act.

16. **Intentionally omitted.**

17. **Assignment, Subletting and Mortgaging.**

17.1 **Assignment and Subletting.** Tenant shall not assign, mortgage, pledge or encumber this Lease, or sublet the whole or any part of the Demised Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall be deemed granted if Landlord fails to respond to a request for consent within thirty (30) days after Tenant's request for consent, except Tenant may assign this Lease or sublet all or part of the Demised Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant. Any assignment, mortgage, pledge, encumbrance or sublet attempted without the consent of Landlord as required under this Lease shall be void and shall not confer any rights, benefits or privileges to the attempted grantee, unless ratified or accepted by Landlord in writing. No partial assignment shall be permitted under any circumstances. In the event of any assignment of this Lease made with or without Landlord's consent, Tenant nevertheless shall remain liable for the performance of all of the terms, conditions and covenants of this Lease.

17.2 **Intentionally Deleted.**

17.3 **Assumption.** If Landlord gives its consent to any sublease or assignment (where such consent is required), it shall be a condition to the effectiveness of such sublease or assignment that a fully executed copy thereof (in form and substance reasonably approved by Landlord) be delivered to Landlord, and that any assignee execute and deliver to Landlord an assumption of liability agreement in form reasonably satisfactory to Landlord; including an assumption by the assignee of all of the obligations of Tenant and the assignee's ratification of an agreement to be bound by all the provisions, waivers, terms and conditions of this Lease. Consent to a subletting or assignment, in any one instance, shall not be deemed a consent to any further subletting or assignment. Tenant hereby collaterally grants, transfers and assigns to Landlord all rights, title and interest of Tenant in and to any existing or future subleases, together with all rents and other payments arising out of any such subleases, for the purpose of securing all payments of rent by Tenant and the performance of all of Tenant's obligations under this Lease, provided that so long as no default shall exist under this Lease beyond any applicable notice, grace or cure period, Tenant shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents and other sums due under any such sublease.

17.4 **Assignment to Affiliates.** Landlord shall not withhold its consent to an assignment or subletting to an affiliate of Tenant or to any party resulting from a merger or consolidation with Tenant or any of its divisions, subsidiaries or affiliates or to any party that purchases substantially all of Tenant's, or all of a certain division of Tenant's assets and assumes substantially all of Tenant's liabilities or the liabilities of that division.

18. **Insurance.**

18.1 **Required Coverage.** Tenant shall provide and maintain, at Tenant's sole cost and expense, during the Term of this Lease, with an insurance company or companies licensed to do business in the State of New Jersey:

(a) commercial general liability insurance covering accidents or occurrences in, upon or about the Demised Premises, in an amount at least equal to Three Million Dollars ($3,000,000) with respect to injury or death, combined single limit, and One Million Dollars ($1,000,000) with respect to property damage;

(b) workmen's compensation insurance in statutory amounts or other insurance against liability arising from claims of any of Tenant's employees and contractors, and business interruption insurance in amounts determined by Tenant; and

(c) insurance covering at least 100% of the value of Tenant's office furniture, trade fixtures, office equipment, merchandise, and all other items of Tenant's property on the Demised Premises against loss by fire and extended coverage type risks.

18.2 **Insureds.** All policies of insurance required herein shall name Tenant as insured, and Landlord and Landlord's mortgagee(s) as additional insureds, as their interest may appear (except as to business interruption, contents and workmen's compensation insurance which shall name Tenant only). Tenant shall deliver original policies of insurance or certificates thereof to Landlord on or prior to the Commencement Date and thereafter at least 30 days prior to expiration of the applicable policy.

18.3 **Casualty Insurance.** Landlord shall provide and maintain insurance on the full replacement cost of the Building, exclusive of foundations, and all improvements, fixtures, machinery and equipment in or upon the Demised Premises, against loss or damage under "all-risk" coverage (including without limitation lighting, windstorm, water damage, vandalism, malicious mischief and boiler explosion) and rent insurance sufficient to cover the Base Rent and additional rent payable to Landlord hereunder for a period of two (2) years. All proceeds payable at any time by any such insurance company shall be payable to, and losses shall be adjusted solely by, Landlord. Landlord shall at all times during the Term also maintain in full force and effect with respect to the Property from insurance companies admitted in New Jersey commercial general liability insurance, covering injury to person and property in amounts at least equal to Two Million Dollars ($2,000,000) per occurrence and annual aggregate limit for bodily injury and Two Million Dollars ($2,000,000) per occurrence and annual aggregate limit for property damage (which insurance obligation may be satisfied in part by an umbrella policy).

18.4 **Waiver of Subrogation.** Each of the parties hereto hereby releases the other, to the extent of the releasing party's insurance coverage, from any and all liability for any loss or damage covered by such insurance carried by either party (or required to be covered hereunder) which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees.

19. **Defaults; Remedies.**

19.1 **Insolvency.** The following shall constitute a breach of this Lease by Tenant, for which Landlord shall have, without need of further notice, the rights enumerated in Section 19.2: (i) the appointment of a receiver or trustee to take possession of all or a substantial portion of the assets of Tenant, or (ii) an assignment by Tenant for the benefit of creditors, or (iii) the institution by or against Tenant of any proceedings for bankruptcy or reorganization under any state or federal law (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution), or (iv) any execution issued against a significant portion of the assets of Tenant or against Tenant's leasehold interest hereunder which is not stayed or discharged at least thirty (30) days prior to a scheduled execution sale.

19.2 **Events of Default.** The following shall constitute "Events of Default" by Tenant, for which Landlord shall have the rights enumerated below in this Section 19.2: (i) Tenant shall fail to pay rent or any other regularly scheduled sum payable to Landlord hereunder when due, and such default shall continue uncured for more than five (5) days after notice from Landlord, or (ii) Tenant shall fail to pay any other sum payable to Landlord hereunder within thirty (30) days after billing or written demand from Landlord; or (iii) Tenant shall fail to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days (or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure) after written notice thereof by Landlord.

If any of the foregoing Events of Default shall occur (notwithstanding any former breach of covenant or waiver thereof in a former instance), then Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter:

(a) upon ten (10) days' notice to Tenant, and subject to the limitation set forth in Section 19.3 declare to be immediately due and payable, on account of the rent and other charges herein reserved for the balance of the term of this Lease (taken without regard to any early termination of the term on account of default), a sum equal to the Accelerated Rent Component (as hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided; and/or

(b) whether or not Landlord has elected to recover the Accelerated Rent Component, terminate this Lease on at least ten (10) days' notice to Tenant and, on the date specified in the notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Demised Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

19.3 **Accelerated Rent Component.** For purposes hereof, the Accelerated Rent Component shall mean the aggregate of:

(a) all rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component;

(b) the Base Rent reserved for the then entire unexpired balance of the term of this Lease (taken without regard to any early termination of the term by virtue of any default), plus all other charges; payments, costs and expenses herein agreed to be paid by Tenant up to the end of the term which shall be capable of precise determination at the time of Landlord's election to recover the Accelerated Rent Component, discounted to present value at the rate of interest on a thirty (30) day United States Treasury Bill at the time of acceleration; plus

(c) Landlord's good faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the term which shall not be capable of precise determination as aforesaid, discounted to present value at the aforesaid rate of interest.

19.4 **Re-entry.** In any case in which this Lease shall have been terminated, or in any case in which Landlord shall have elected to recover the Accelerated Rent Component and any portion of such sum shall remain unpaid, Landlord may, without further notice, enter upon and repossess the Demised Premises, by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the rents and profits therefrom. Landlord may, in its own name, as agent for Tenant, if this Lease has not been terminated, or on its own behalf, if this Lease has been terminated, relet the Demised Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and provisions (which may include concessions or free rent) as Landlord in its sole discretion may determine. Landlord may, in connection with any such reletting, cause the Demised Premises to be redecorated, altered, divided, consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Demised Premises.

19.5 **Continuing Liability**. Tenant shall, with respect to all periods of time up to and including the expiration of the Term of this Lease (or what would have been the expiration date in the absence of default or breach) remain liable to Landlord as follows:

(a) In the event of termination of this Lease on account of Tenant's default or breach, Tenant shall remain liable to Landlord for damages equal to the rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting after deducting all costs incident thereto (including without limitation all repossession costs, brokerage and management commissions, operating and legal expenses and fees, alteration costs and expenses of preparation for reletting) and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord, at Landlord's option, monthly upon presentation to Tenant of a bill for the amount due or at such other intervals or times as Landlord shall determine.

(b) In the event and so long as this Lease shall not have been terminated after default or breach by Tenant, the rent and all other charges payable under this Lease shall be reduced by the net proceeds of any reletting by Landlord (after deducting all costs incident thereto as above set forth) and by any portion of the Accelerated Rent Component paid by Tenant to Landlord (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), and any amount due to Landlord shall be payable monthly, at Landlord's option, upon presentation to Tenant of a bill for the amount due, or at such other intervals or times as Landlord shall determine.

19.6 **Credit.** If Landlord shall, after default or breach by Tenant, recover the Accelerated Rent Component from Tenant and it shall be determined at the expiration of the Term of this Lease (taken without regard to early termination for default) that a credit is due Tenant because the net proceeds of reletting, as aforesaid, plus the amounts paid to Landlord by Tenant exceed the aggregate of rent and other charges accrued in favor of Landlord to the end of the Term, Landlord shall refund such excess to Tenant, without interest, promptly after such determination.

19.7 **Duty to Relet.** If Tenant shall deliver possession of the Demised Premises to Landlord following an Event of Default, Landlord shall use reasonable commercial efforts to re-lease same, but Landlord shall in no event be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due upon a reletting.

19.8 **Bankruptcy.** Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

19.9 **Non-Waiver.** No waiver by Landlord of any breach by Tenant or any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach.

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

20. **Holding Over.** If Tenant, or any person claiming through Tenant, shall continue to occupy the Demised Premises after the expiration or earlier termination of the Term, such occupancy shall be deemed to be under a month-to-month tenancy under the same terms and conditions set forth in this Lease; except, however, that the Base Rent during such continued occupancy shall be one hundred fifty percent (150%) of the amount in effect immediately prior to expiration. The foregoing provisions shall not limit any damages or other relief to which Landlord shall be entitled as a result of the holdover, which shall constitute a default hereunder and shall be subject to all the remedies set forth in Section 19 hereof. A holdover shall not be presumed to create an extension of the term for any fixed period, except as otherwise agreed in writing by Landlord and Tenant.

21. **Non-Disturbance Agreement.** Landlord represents to Tenant that as of the date hereof the Building and the land which the Building is located on is not subject to or encumbered by a mortgage, ground lease or other primary encumbrance.

22. **Miscellaneous.**

22.1 **Intentionally omitted.**

22.2 **Invalid Provisions.** In the event that any provision of this Lease shall be held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Lease shall be unaffected thereby.

22.3 **Headings.** The paragraph headings appearing herein are for purpose of convenience only and are not deemed to be a part of this Lease.

22.4 **Intentionally omitted.**

22.5 **Governing Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

22.6 **Parking Areas.** Automobile parking for the Building shall be available in the common paved parking areas adjoining the Building as depicted in Exhibit H and in compliance and consistent with the Town Center Declarations.

22.7 **Additional Charges.** All sums payable by Tenant under this Lease whether or not stated to be additional rent shall be collectable by Landlord as rent, and in the Event of Default thereof, Landlord shall have the same rights and remedies as for failure to pay rent.

22.8 **Authority.** The undersigned individuals who executed this Lease on behalf of Tenant hereby certify that the execution of this Lease by Tenant has been duly authorized, with all necessary corporate actions, resolutions, consents and approvals, as the case may be, having been obtained heretofore, and that, subject to execution and delivery by Landlord, this Lease is legally binding on the Tenant in accordance with its terms. The undersigned individuals who executed this Lease on behalf of Landlord hereby certify that the execution of this Lease by Landlord has been duly authorized, with all necessary corporate actions, resolutions, consents and approvals, as the case may be, having been obtained heretofore, and that, subject to execution and delivery by Tenant, this Lease is legally binding on the Landlord in accordance with its terms.

22.9 **Time of the Essence.** When either Tenant or Landlord shall be required to take an action or give notice within a specific amount of time or by a specified date, except where further qualified herein, such specified times shall be deemed to be of the essence of this Lease.

23. **Renewal Options.**

23.1 **One-Year Renewal.** The renewal term shall be for a one (1)-year period commencing on the day immediately following the Expiration Date of the Term of the Lease and expiring on the day immediately preceding the first (1) anniversary thereof. Base Rent during the One-Year Renewal is [redacted]er RSF. The Base Year shall be 2016. During the renewal term, Tenant shall be responsible for its Proportionate Share of Building electricity costs.

23.2 **Five-Year Renewal.** The renewal term shall be for a five (5)-year period commencing on the day immediately following the Expiration Date of the Lease and expiring on the day immediately preceding the fifth (5^{th}) anniversary thereof.

(a) The Base Rent during the Five-Year Renewal term shall be 95% of the current fair market rent for renewals for comparable space in similar buildings within a five (5)-mile radius of the Property, but in no event less than the Base Rent for the final month prior to the Expiration Date and the Base Rent for subsequent years of the renewal term shall increase consistent with the then fair market annual escalation ("Fair Market Rental"). Landlord shall determine the Fair Market Rental using its good faith judgment and shall provide written notice of such Fair Market Rental within fifteen (15) days after Tenant's exercise notice pursuant to this Section. Tenant shall thereupon have the following options: (i) to accept such proposed Fair Market Rental or (ii) to notify Landlord in writing that Tenant objects to the proposed rental rate. Tenant must provide Landlord with written notification of its election within fifteen (15) business days after Tenant's receipt of Landlord's notice, otherwise Tenant shall be deemed to have elected clause (i) above. If Tenant objects to Landlord's proposed Fair Market Rental in accordance with clause (ii) above, Landlord and Tenant will attempt to negotiate a mutually acceptable rental rate within fifteen (15) days following notification by Tenant, and if such negotiations have not been concluded within such fifteen (15) day period, either party may require an independent determination of the Fair Market Rental for the Renewal Term by giving written notice to the other party no later than five (5) days after the expiration of the fifteen (15) day period, which notice shall designate a MAI real estate appraiser or real estate broker with at least ten (10) years' experience in the leasing of similar properties in the Voorhees market area ("Qualified Appraiser"). Within ten (10) days after receipt of such notice, the other party to this Lease shall select a Qualified Appraiser and give written notice of such selection to the initiating party. If the two (2) Qualified Appraisers fail to agree upon the Fair Market Rental consistent with this Section within ten (10) days after selection of the second Qualified Appraiser, the two (2) Qualified Appraisers shall select a third (3^{rd}) Qualified Appraiser to determine the Fair Market Rental consistent with this Section within ten (10) days after the appointment of the third (3rd) Qualified Appraiser. The Fair Market Rental applicable to the Renewal Term shall be equal to the arithmetic average of the three (3) determinations; provided, however, that if one (1) Qualified Appraiser's determination deviates by more than five percent (5%) from the median of the three (3) determinations, the Fair Market Rental shall be an amount equal to the average of the other two determinations. The determination of the Fair Market Rental in accordance with the foregoing shall be final, binding and conclusive on Landlord and Tenant. The parties shall each pay the costs and expenses of their appointed Qualified Appraiser and shall split evenly the costs and expenses of the third (3rd) Qualified Appraiser.

23.3 **Notice.** Tenant shall provide Landlord with no less than twelve (12) months written notice prior to the Expiration Date of its acceptance of a Tenant Renewal Option. The written notice must specify which Tenant Renewal Option Tenant is accepting. If Tenant fails to notify Landlord of its acceptance of a Tenant Renewal Option within twelve (12) months of the Expiration Date, the Lease shall terminate on the Expiration Date.

23.4 Except as set forth in this Section, there shall be no further options to renew the Term of the Lease.

24. **Intentionally omitted.**

25. **Alterations.**

25.1 **Trade Fixtures.** Subject to the provisions of Section 1.2 hereof, Tenant shall have the right to install in the Building and the Demised Premises its equipment and trade fixtures from time to time during the Term of this Lease; provided, however, that no such installation or removal thereof shall adversely affect the structural portion or mechanical or electrical systems of the Building and that Tenant shall repair and restore any damage or injury to the Building or the Demised Premises caused thereby. All trade fixtures and equipment installed by or for Tenant in the Demised Premises shall remain the property of Tenant.

25.2 **General Restrictions.** Tenant shall not make any alterations, additions, installation, substitutions, improvements or the like to the Demised Premises except as permitted under the following provisions. Tenant, at its sole cost and expense, may make Non-Material Alterations (hereafter defined) to the Building and the Demised Premises, subject to the applicable requirements set forth in this Lease, but without Landlord's consent. "Non-Material Alterations" shall mean non-structural, interior changes (including cosmetic changes) to the Building and the Demised Premises which do not adversely affect any Building systems. In addition, Tenant, at its sole cost and expense, may make other alterations, improvements or additions to the Building and the Demised Premises (each, a "Material Alteration") subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, but which consent may be conditioned on Tenant's performance of such work in accordance with reasonable recommendations by Landlord's consultants. Tenant shall not make or permit to be made (i) any Material Alterations or (ii) any Non-Material Alterations which affect any Building system or cost more than $160,000, without on each occasion first presenting to Landlord plans, specifications and any necessary permits therefor at least ten (10) days in advance of commencing construction thereof. In any event, in making any alterations or improvements: (i) Tenant shall supply any necessary permits and certificates of insurance therefor; (ii) such alterations and improvements shall not impair the structural strength of the Building or any other improvements, or reduce the value of the Demised Premises, or (without Landlord's consent) affect the outside appearance of the Building, or adversely affect the proper functioning of the HVAC, plumbing, sprinkler, electrical, sanitary or other systems of the Building; (iii) Tenant shall take or cause to be taken all steps that are required by Section 25.3 hereof and that are required or permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialman's lien upon the Demised Premises or Building; (iv) Tenant shall use a contractor reasonably acceptable to Landlord; and (v) the work is performed so as to cause minimum annoyance or disruption to the other occupants of the Town Center. Any and all alterations, improvements and additions to the Building which are constructed, installed or otherwise made by Tenant shall be the property of Tenant until the expiration or sooner termination of this Lease. Upon expiration or termination of the Lease, all alterations and additions shall remain on the Demised Premises and become the property of Landlord without payment therefor by Landlord, except that Landlord may require Tenant to remove any particular alterations and improvements requiring Landlord's consent which are unusual for office use if at the time of granting consent thereto Landlord shall have notified Tenant that Tenant must remove the same upon the termination of this Lease.

25.3 **Mechanics' Liens.** Tenant shall promptly pay any contractors and materialmen who supply labor, work or materials to Tenant at the Demised Premises so as to prevent the possibility of a lien attaching to the Demised Premises or any portion thereof. Tenant shall take all steps permitted by law in order to avoid the imposition of any such mechanic's, laborer's or materialman's lien. Should any such lien or notice of lien be filed, Tenant shall bond against or discharge the same within thirty (30) days after the lien or claim is filed or formal notice of the lien or claim has been issued regardless of the validity of such lien or claim. Nothing in this Lease is intended to authorize Tenant to do or cause any work or labor to be done or any materials to be supplied for the account of Landlord, or to allow any mechanics lien to attach to Landlord's interest, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout this Lease the term "mechanic's lien" is used to include any lien, encumbrance or charge levied or imposed upon the Demised Premises or any interest therein or income therefrom on account of any mechanic's, laborers or materialman's lien or claim or arising out of any debt or liability to or any claim or demand of any contractor, mechanic, supplier, materialman or laborer. Notwithstanding the foregoing, Tenant may contest any mechanics' lien or liens upon the deposit by Tenant with Landlord of an indemnity bond issued by a corporate surety in an amount equal to the amount of the lien claim, if such procedure shall be acceptable to the then existing mortgagee(s) of the Demised Premises. Such bond shall name Landlord and such other parties as Landlord may direct as obligees thereunder.

25.4 **Charges for Common Area Maintenance ("CAM").** Tenant shall have no obligation to pay any amount designated for maintenance of the Common Areas within the Town Center. Notwithstanding the foregoing, Landlord may allocate a portion of the Rent payable hereunder towards the payment of such Common Areas maintenance costs.

26. **Intentionally Deleted.**

27. **Interpretation.**

27.1 **Intentionally omitted.**

27.2 **Entire Agreement.** This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Demised Premises or the Town Center. This Lease supersedes all prior negotiations, agreements, informational brochures, letters, promotional information and other statements and materials made or furnished by Landlord or its agents. The submission of this Lease by Landlord, its attorneys or agents, for examination or for execution by Tenant, does not constitute a reservation of (or option for) the Demised Premises in favor of Tenant; and Tenant shall have no right or interest in the Demised Premises, and Landlord shall have no liability hereunder, unless and until this Lease is executed and delivered by Landlord and Tenant. No rights, easements or licenses are acquired in the Demised Premises by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun, singular number, shall include the masculine, feminine and neuter genders and the singular and plural number.

27.3 **Exhibits.** Each writing or plan referred to herein as being attached hereto as an Exhibit or otherwise designated herein as an Exhibit hereto is hereby made a part hereof.

27.4 **Arbitration.** Wherever arbitration is set forth herein as the appropriate resolution of a dispute, the issues in question shall be submitted for arbitration to the American Arbitration Association in the city nearest to the Demised Premises in which offices of the American Arbitration Association are located. Landlord and Tenant will comply with the American Arbitration Association's rules then in effect and the determination of award rendered by the arbitrator[s] shall be final, conclusive and binding upon the parties and not subject to appeal, and judgment thereon may be entered in any court of competent jurisdiction. Either Landlord or Tenant may require, at its option, that a panel of three arbitrators instead of a single arbitrator be designated, so long as such requirement is consistent with the American Arbitration Association's rules. Fees, costs and expenses of the arbitrators(s) shall be borne by the party against whom the arbitration shall be determined, or in such proportions as the arbitrator[s] shall designate.

28. **Town Center Declarations.** Tenant acknowledges that the Demised Premises has been or is intended to be subject to the terms of a certain declaration of covenants, easements and restrictions, created for the harmonious, orderly and efficient operation and development of the Town Center (referred to in this Lease as the "Town Center Declarations"). A list of the Town Center Declarations are attached hereto as Exhibit C and shall be subject to amendment for the purpose of integrating therein the Demised Premises and other property adjacent to the Town Center, and to clarify the provisions therein as they pertain to the Demised Premises. Tenant acknowledges that the Town Center is subject to further development. Consequently, the Town Center Declarations shall be subject to further revision, amendment or restatement from time to time, although no such revision, amendment or restatement may materially and adversely affect (i) the rights or obligations granted to Tenant in this Lease, (ii) Tenant's use of the Demised Premises as described in this Lease, (iii) the Tenant's rights and obligations with respect to the Common Areas of the Building, (iv) the Tenant's right to use all of the facilities within the Common Areas of the Building, and (v) the Tenant's right to use the parking spaces and parking facilities as depicted in Exhibit H and provided in that certain Office Parcel Easement Agreement, Covenants and Restrictions recorded on or about the date hereof.

29. **Utilities.**

29.1 **Utility Services.** Tenant shall pay to Landlord, within thirty (30) days of billing and receipt of reasonable back-up documentation in connection therewith), a charge for electricity, which shall be a share of the total electricity charges for the Building, after subtracting an amount equitably determined by Landlord to be allocated to unoccupied space in the Building, such share of the total electricity charges being equal to the rentable area of the Demised Premises divided by the total rentable area of all occupied space in the Building. Notwithstanding anything to the contrary contained herein, Landlord shall, at its sole cost and expense (and not subject to the Allowance and not to be included in Annual Operating Costs) and on or before December 31, 2016, install a separate submeter in the Demised Premises to measure Tenant's consumption of electricity utility services. Upon completion of the installation of such submeter, Tenant shall pay all charges for demand, use and consumption as and when billed by the utility company, or, if billed by the utility company to Landlord, as and when billed by Landlord (without markup), based upon the measured usage. It is understood that electricity for heat and conditioned air within the Demised Premises is to be included within Tenant's electricity charge and that the heating system will be kept at certain minimum levels during the cold season of each year to maintain the safe condition and operation of the systems and components of the Building. Landlord shall furnish, or cause to be furnished, heat, ventilation and air-conditioning to the Demised Premises twenty-four (24) hour per day, seven (7) days per week as, in Tenant's reasonable judgment, is necessary for the comfortable use and occupancy of the Demised Premises. Upon the prior written request of Tenant, Tenant shall have the right to audit the charges for electricity charges provided for herein and Landlord shall give Tenant access to all relevant information reasonably necessary to perform such audit.

29.2 **Limitation Regarding Services.** In the event of any interruption or suspension of service of any of the heating, ventilating, air conditioning, electric, sanitary, elevator or other Building systems, whenever and for so long as may be necessary by reason of accident, emergencies, strikes or the making of repairs or changes, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause whether similar or dissimilar to the foregoing, including without limitation mechanical failure and governmental restrictions on the use of materials or the use of any of the Building systems, Landlord shall have no liability to Tenant. In each instance, however, Landlord shall exercise reasonable diligence to the extent practicable and within Landlord's control to eliminate the cause of interruption and to effect restoration of service. Tenant shall not be entitled to any diminution or abatement of rent or other compensation or damages nor shall this Lease or any of the obligations of the Tenant be affected or reduced by reason of the interruption, stoppage or suspension of any of the Building systems or services arising out of the causes set forth in this Section. Notwithstanding the foregoing, if any utility services that are furnished throughout the Demised Premises are interrupted such that it is infeasible for Tenant to operate its business at the Demised Premises for more than one (1) day due to the negligent acts or omissions of Landlord, its agents, employees or contractors or the willful misconduct of Landlord, its agents, employees or contractors, all Rental payable under the Lease shall be equitably abated until the date the service interruption is completely restored.

30. **Janitorial and Other Services.** Landlord will provide Tenant with trash removal and janitorial services pursuant to the cleaning schedule attached hereto as Exhibit D, the cost of which shall be included in Annual Operating Costs. Janitorial service shall be daily Monday through Friday. Any supplemental janitorial services required by Tenant shall be arranged for and paid by Tenant, either with Landlord's janitorial contractor or another firm reasonably approved by Landlord.

31. **Governmental Regulations.**

31.1 **General.** At the Commencement Date, the Demised Premises will be delivered by Landlord in compliance with all laws, ordinances, notices, orders, rules, regulations and requirements of any federal, state or municipal government or any department, commission, board or officer thereof (collectively, "Laws"). Notwithstanding the foregoing, Tenant shall be responsible for the compliance with Laws respecting all alterations and improvements made by

Tenant or Tenant's contractors, agents or employees, whether made during early entry prior to the Commencement Date or thereafter.

31.2 **Environmental.** Tenant shall not use, generate, store, treat, dispose of, or otherwise introduce into, on or about the Demised Premises or Town Center any "Hazardous Substances" (as hereinafter defined), nor shall Tenant cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., and any other applicable federal, state or local laws or ordinances, and in the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, including without limitation any polychlorinated biphenyls (PCB's), urea formaldehyde, or asbestos, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. However, the foregoing restrictions shall not apply to the storage and use of common office and cleaning supplies necessary for routine office operations, which are properly and lawfully stored in reasonable quantities ("Permitted Substances"). Tenant agrees to clean up all Hazardous Substances (other than Permitted Substances) on the Demised Premises or Town Center if caused by Tenant (or if Tenant shall be otherwise responsible therefor) in a manner which shall comply with all applicable environmental laws and requirements. Upon request, Tenant shall cooperate with Landlord in furnishing to a governmental authority any information which may be required regarding environmental matters. Tenant shall indemnify and hold Landlord harmless from any loss, damage or liability arising out of its non-compliance with the provisions of this Section. The provisions of this Lease regarding environmental matters shall survive the expiration or sooner termination of this Lease.

Landlord represents that, to its actual knowledge as of the date hereof, the Demised Premises are free of any Hazardous Substances in violation of any applicable environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant from any claims, judgments, damages, penalties, costs, liabilities or loss, including, but not limited to, reasonable attorney's fees, arising during or after the Term of this Lease from or in connection with (i) the breach of any environmental Laws by Landlord and/or its agents, employees or contractors, or (ii) the presence of Hazardous Substances in, under, or on the Demised Premises and/or Building, unless the Hazardous Substances are present as a result of the actions or inactions of Tenant and/or its agents, contractors or employees. In the event of any enforcement, clean-up or other regulatory action mandated by any governmental authority with respect to the presence of Hazardous Substances in, upon or about the Building, and the presence of such Hazardous Substances was not caused by Tenant or its agents, employees or contractors, then Landlord shall be responsible for compliance with such action.

32. **Signs.** No signs shall be placed, erected, maintained or painted by Tenant at any place upon the Demised Premises which are visible from the exterior of the Building, without the prior written consent of Landlord as to the size, design, color, location, content, composition or material thereof. Landlord's consent shall not be unreasonably withheld, conditioned or delayed, provided that the proposed sign is harmonious in Landlord's reasonable judgment with the

signage for other buildings in the Town Center. All signs (i) shall comply with applicable governmental requirements, including the Voorhees Township sign ordinance, (ii) shall comply with the Town Center Declarations, and (iii) shall be installed at Tenant's expense and maintained by Tenant at Tenant's cost in good condition during the Term of this Lease. Tenant shall remove all signs at the termination of this Lease and shall repair and restore any damage caused by the installation or removal thereof. Notwithstanding anything to the contrary, but provided the remaining terms and conditions of this Section are met, Landlord's consent shall not be unreasonably withheld, conditioned or delayed to signage for any permitted assignee or subtenant. Landlord shall be responsible for obtaining all governmental approvals for the building signage, but not for any content specific requirements. Notwithstanding anything to the contrary contained herein, Tenant shall have the right without Landlord's consent, at Tenant's expense, to place or install monument signs on or about the Common Areas for the Building, to the extent the same is permitted by applicable code, limited in size to Tenant's Proportionate Share of the size of all such signage permitted by applicable code, and such that it will not negatively affect the visibility, ingress/egress and/or use and occupancy of other tenant's premises in the Building.

33. **Landlord's Right of Entry.**

33.1 **General Rights.** Tenant shall permit Landlord and the authorized representatives of Landlord and of any mortgagee or any prospective mortgagee to enter the Building and the Demised Premises at all reasonable times, upon reasonable prior notice to Tenant (except in emergencies), for the purpose of (i) inspecting them or (ii) making any necessary repairs thereto and performing any other work which is required to be performed by Landlord, or which Tenant is required but has failed to perform with the timeframes set forth herein, and which Landlord elects to perform, provided that Landlord shall endeavor to ensure that such entry does not unreasonably interfere with the conduct of Tenant's business or its use of the Demised Premises. During the progress of any work on the Demised Premises or the Building, Landlord will attempt to minimize any inconvenience to Tenant, but except as set forth above, shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of making any repair or by bringing or storing materials, supplies, tools and equipment in the Demised Premises during the performance of any work, and the obligations of Tenant under this Lease shall not be thereby affected in any manner whatsoever.

33.2 **Prospects.** Landlord shall have the right at all reasonable times, upon reasonable advance notice to Tenant, to enter and to exhibit the Building and the Demised Premises for the purpose of sale or mortgage, and, during the last twelve (12) months of the Term of this Lease, to enter and to exhibit the Building and the Demised Premises to any prospective tenant.

34. **Indemnity.**

34.1 **Tenant's Indemnification of Landlord.** Tenant will indemnify Landlord and save Landlord (which, for purposes of this Section includes Landlord's managing agent, Landlord's affiliates and the respective partners, officers, employees and agents of Landlord, its managing agent and its affiliates) harmless from and against any and all claims, actions, damages, liability and expense (including without limitation reasonable fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property occurring on or within the Demised Premises or, if due to Tenant's negligent acts or omission, the areas outside of the Demised Premises, except in either event to the extent such loss, injury or damage was caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees. Without limiting the foregoing or any other waivers in favor of Landlord set forth in this Lease, Tenant will forever release and hold Landlord harmless from all claims arising out of damage to Tenant's property.

34.2 **Landlord's Indemnification of Tenant.** Subject to the provisions of Section 34.1 above, and to any other waivers, releases, or limitations as expressly set forth in this Lease, Landlord will indemnify Tenant (which, for purposes of this Section 34, includes Tenant's affiliates, officers, directors, agents, contractors and employees) and save Tenant harmless from and against any and all claims, actions, damages, liability and expense (including without limitation reasonable fees of attorneys, investigators and experts) in connection with the loss of life, bodily injury or damage to property (i) caused by the negligence of Landlord, its agents, contractors or employees, or (ii) occurring in areas within the Property and/or Town Center which are under Landlord's control, use and possession.

35. **Non-Abatement of Rent.** Except as otherwise expressly provided herein, there shall be no abatement or reduction of the Base Rent, additional rent or other sums payable hereunder for any cause whatsoever, and this Lease shall not terminate, and Tenant shall not be entitled to surrender the Demised Premises.

36. **Surrender.**

36.1 **Lease Termination.** Subject to the terms of Section 25 and Section 9 hereof, at the expiration or earlier termination of the Term hereof Tenant shall promptly yield up, clean and neat, and in the same condition, order and repair in which they are required to be kept throughout the Term hereof, the Demised Premises and all improvements, alterations and additions thereto, and all fixtures and equipment servicing the Building, reasonable wear and tear and damage by fire, the elements, or other casualty excepted. All improvements made by Tenant to the Demised Premises which are so attached that they cannot be removed without material injury to the Demised Premises shall remain at the Demised Premises and become the property of Landlord upon termination of this Lease. Notwithstanding the foregoing, Tenant shall remove all improvements or alterations to the Demised Premises (i) which required Landlord's consent in accordance with Section 25 above, and (ii) which Landlord notified Tenant at the time of the granting of Landlord's consent that Tenant would be required to remove upon the termination of this Lease. Otherwise Tenant may at its option either abandon in place or remove any improvements, fixtures, paneling, floor covering, equipment, or partitions installed at its expense, provided that it repairs any damage caused by such removal or pays Landlord the reasonable, actual cost of such repair.

37. **Bankruptcy.**

37.1 **Bankruptcy Provisions.**

(a) If a petition is filed by, or an order for relief is entered against Tenant under Chapter 7 of the Bankruptcy Code and the Trustee of Tenant elects to assume this Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the terms and conditions of this Section are satisfied. If the Trustee fails to elect to assume this Lease for the purpose of assigning it within 60 days after his appointment, this Lease will be deemed to have been rejected. Landlord shall then immediately be entitled to possession of the Demised Premises without further obligation to Tenant or to Trustee, and this Lease will be deemed to have been canceled. Landlord's right to be compensated for damages in such bankruptcy proceeding, however, shall survive such cancellation.

(b) If Tenant files a petition for reorganization under Chapters' 11 or 13 of the Bankruptcy Code, or a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding, and Tenant's Trustee or Tenant, as Debtor-in-Possession, fails to assume this Lease within sixty (60) days from the date of filing of the petition or the conversion, Trustee or Tenant, as Debtor-in-Possession will be deemed to have rejected this Lease.

37.2 **Assumption of Lease.**

To be effective, an election to assume this Lease must be in writing and addressed to Landlord, and, in Landlord's reasonable discretion, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, shall have been satisfied:

(a) The Trustee or Tenant, as Debtor-in-Possession, has cured or has provided to Landlord adequate assurance, as defined herein, that:

(i) Trustee will cure all monetary defaults under this Lease within ten (10) days from the date of the assumption,

(ii) Trustee will cure all non-monetary defaults under this Lease within thirty (30) days from the date of the assumption.

(b) Trustee or Debtor-in Possession has compensated Landlord, or has provided to Landlord adequate assurance, as defined in this Section, that within ten (10) days from the date of the assumption, Landlord will be compensated for any pecuniary loss incurred arising from the default of Tenant, the Trustee, or the Debtor-in-Possession as recited in Landlord's written statement of pecuniary loss sent to Trustee or Debtor-in-Possession.

(c) Trustee or Debtor-in-Possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under the Lease; provided, however, that:

(i) Trustee or Debtor-in-Possession will also deposit with Landlord as security for the timely payment of rent, an amount equal to three (3) months' rent.

(ii) The obligations imposed upon the Trustee or Debtor-in-Possession will continue for the Tenant after the completion of bankruptcy proceedings.

(d) Landlord has determined that the assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Project.

(e) For purposes of this Section, the term "adequate assurance" means that:

(i) Landlord will determine that the Trustee or Debtor-in-Possession has, and will continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Debtor-in-Possession will have sufficient funds to fulfill Tenant's obligations under this Lease.

(ii) An order will have been entered segregating sufficient cash payable to Landlord and/or a valid and perfected first lien and security interest will have been granted in property of Tenant, Trustee, or Debtor-in-Possession that is acceptable for value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Debtor-in-Possession to cure the monetary or non-monetary defaults under this Lease within the time period set forth above.

(iii) In the event that this Lease is assumed by the Trustee appointed for Tenant or by the Tenant as Debtor in-Possession under the provisions of Section 37.2 hereof, and, thereafter, Tenant is either adjudicated a bankrupt or files a subsequent petition for arrangement under Chapter 11 of the Bankruptcy Code, then Landlord may terminate at its option, this Lease and all of Tenant's rights under this Lease, by giving written notice thereof to the Trustee, or, Tenant, as may be appropriate.

(iv) If the Trustee or Debtor-in-Possession has assumed the Lease and, pursuant to the provisions hereinabove, has assigned or has elected to assign Tenant's interest under this Lease to any other person, that interest may be assigned only if Landlord acknowledges in writing that the intended assignee has provided adequate assurance, as defined in Section 37.2 (e) hereof of future performance of all the terms, covenants, and conditions of this Lease to be performed by Tenant.

For purposes of this Section 37, adequate assurance of future performance means that Landlord has ascertained that each of the following conditions has been satisfied;

(i) Assignee has submitted a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by assignee of Tenant's obligations under the Lease.

(ii) If requested by Landlord, Assignee will obtain guarantees, in form and substance satisfactory to Landlord, from one or more persons to satisfy Landlord's standards of credit worthiness.

(iii) Assignee has submitted written evidence, satisfactory to Landlord, of experience in a business of comparable size to that permitted under this Lease.

(iv) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement, or other agreement by which Landlord is bound, to enable Landlord to permit the assignment.

(v) Trustee or Debtor-in-Possession has a source of revenue from which to pay all rent and other consideration due under this Lease.

(vi) Any assumption or assignment of this Lease will be subject to all the provisions of this Lease, including but not limited to, all provisions relating to use, location and compliance with the Town Center Declarations.

(vii) Any assumption or assignment of this Lease by Trustee or Debtor-in-Possession will not disrupt any tenant mix or balance in the Town Center.

(viii) When, pursuant to the Bankruptcy Code, the Trustee or Debtor- in-Possession is obligated to pay reasonable use and occupancy charges for the use of all or a part of the Demised Premises, the charges will not be less than the minimum rent as defined in this Lease and other monetary obligations of the Tenant for payment of maintenance, common area charges, real estate taxes, insurance, and similar charges.

(ix) Neither the Tenant's interest in the Lease nor any estate of the Tenant created in the Lease will pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise, by operation of law under any present or future laws of any state having jurisdiction of the person or property of the Tenant ("State Law"), unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive the need to obtain Landlord's consent, or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without that consent.

(x) Landlord may terminate, at its option, by giving Tenant written notice of this election, this Lease and all of Tenant's rights under this Lease if any of the following events occur:

(xi) The Tenant's estate created by this Lease is taken in execution or by other process of law; or,

(xii) Tenant or any guarantor of Tenant's obligations, under this Lease ("guarantor") is adjudicated insolvent pursuant to the provisions of any State Law; or,

(xiii) Any proceedings are filed by or against that guarantor under the Bankruptcy Code or any similar provisions of any future federal bankruptcy law; or,

(xiv) A receiver or trustee of the property of Tenant or guarantor is appointed under state law by reason of Tenant's or guarantor's insolvency or inability to pay its debts has become due or otherwise; or, 37.3 Any assignment for the benefit of creditors is made of Tenant's or guarantor's property under State Law.

38. **Definitions.**

38.1 **"Landlord".** The word "Landlord" is used herein to include the Landlord named above as well as its heirs, successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as it would have had, had it originally signed this Lease as Landlord. Any such person, whether or not named herein shall have no liability hereunder after it ceases to hold title to the Demised Premises (except for obligations which may have theretofore accrued), provided that the successor shall assume in a manner enforceable by or for the benefit of Tenant Landlord's obligations accruing thereafter until a subsequent transfer. Neither Landlord nor any principal of Landlord nor any owner of the Building or Demised Premises whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Demised Premises, and if Landlord is in breach or default with respect to Landlord's obligations under this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's remedies.

38.2 **"Tenant".** The word "Tenant" is used herein to include the Tenant named above as well as its successors and assigns, each of which shall be under the same obligations, liabilities and limitations and, if such assignment shall be permitted in accordance with the provisions of this Lease, each of which shall have the same rights, privileges and powers as it would have possessed had it originally signed this Lease as Tenant. Each and every of the persons named above as Tenant shall be bound formally and severally by the terms, covenants and agreements contained herein. However, no such rights, privileges or powers shall inure to the benefit of any assignee of Tenant immediate or remote, unless the assignment to such assignee is permitted by the terms of this Lease or has been approved in writing by Landlord. All rights, benefits, remedies, waivers, privileges and powers that shall benefit Landlord with respect to Tenant shall also apply with respect to any subtenant, assignee or successor of Tenant.

38.3 **"Mortgage" and "Mortgagee".** The word "mortgage" is used herein to include any lien or encumbrance on the Demised Premises or on any part of or interest in or appurtenance to any of the foregoing, including without limitation any ground lease if Landlord's interest is or becomes a leasehold estate. The word "mortgagee" is used herein to include the holder of any mortgage, including any ground lessor if Landlord's interest is or becomes a leasehold estate. Wherever any right is given to a mortgagee, that right may be exercised on behalf of such mortgagee by any representative or servicing agent of such mortgagee. No mortgagee which shall succeed to the interest of Landlord hereunder (either in terms of ownership or possessory rights) shall: (i) be liable for any previous act or omission of a prior Landlord (except for any act or omission of a continuing nature that continue while mortgagee is Landlord), (ii) be subject to any rental offsets or defenses against a prior Landlord (except for any offsets or defenses, to the extent provided in this Lease, of a continuing nature that continue while mortgagee is Landlord), (iii) be bound by any amendment of this Lease made without its written consent, or by payment by Tenant of rent in advance in excess of one (1) month's rent, (iv) be liable for any security not actually received by it, or (v) be liable for any initial construction of the Building. If in connection with obtaining, continuing or renewing financing for which the Building or the Demised Premises or any interest therein represents collateral in whole or in part, a bank, insurance company or other lender shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not (i) increase the monetary, or materially increase non-monetary, obligations of Tenant hereunder, or (ii) adversely affect the Tenant's (A) leasehold interest hereby created, or (B) rights under this Lease.

38.4 **"Person".** The word "person" is used herein to include a natural person, a partnership, a corporation, an association, and any other form of business association or entity.

38.5 **"Date of this Lease".** The "date of this Lease" shall be the date upon which this Lease becomes fully executed by both parties.

38.6 **"Force Majeure".** Force Majeure shall mean strikes or other labor troubles; governmental restrictions and limitations; scarcity, unavailability or delays in obtaining fuel, labor or materials (but only to the extent the resulting delay was unexpected on the date hereof); war or other national emergency; accidents; floods; defective materials; fire damage or other casualties; unusual weather conditions (e.g., 30 days of rain during a period when 10 days of rain is typical); or any other causes similar or dissimilar to the foregoing which is beyond the reasonable control of Landlord or Tenant.

39. **Tenant's Estoppel Certificate.** Tenant, at the Effective Date, and from time to time within twenty (20) days after Landlord's written request, shall execute, acknowledge and deliver to Landlord a written instrument in the form attached as Exhibit G.

40. **Curing Tenant's Defaults.** If Tenant shall be in default in the performance of any of its obligations hereunder beyond the expiration of any and all applicable notice and cure periods, Landlord, without any obligation to do so, in addition to any other rights it may have in law or equity, may elect to cure such default on behalf of Tenant after written notice (except in the case of emergency) to Tenant. Tenant shall reimburse Landlord upon demand for any reasonable sums paid or costs incurred by Landlord in curing such default, including interest thereon (at a rate which is four percent (4%) per annum above the prime rate of interest in effect from time to time for major commercial banks as published in the Wall Street Journal, which is presently referred to as the "Prime Rate" in the "Money Rates" column, or, if no longer published in the Wall Street Journal, in a similar publication) from the respective dates of Landlord's making the payments and incurring such costs (including without limitation from and after judgment, execution sale, filing of a bankruptcy petition and the like), which sums and costs together with interest thereon shall be deemed additional rent payable promptly upon being billed therefor. Regardless of whether Landlord may or shall elect to cure a default by Tenant, Tenant shall reimburse Landlord upon demand for any attorneys' fees and costs incurred by Landlord after such default in connection with the enforcement of this Lease.

41. **Landlord Default.** If Landlord defaults in fulfilling any of its obligations under the Lease and such default continues for thirty (30) days after written notice from Tenant (or such shorter period as may be reasonable in the event of any emergency), then Tenant 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 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 at law or in equity provided hereunder or under the laws of the state where the Demised Premises are located for Landlord's default.

42. **Damages.** In no event shall either party be liable to the other party for any consequential, punitive, special or indirect damages.

43. **Prevailing Party.** In the event of any litigation arising out of this Lease, the non-prevailing party shall reimburse the prevailing party's reasonable fees, costs and expenses charged by any attorney retained by the prevailing party.

44. **Furniture.** Tenant shall have the right to use, at no additional expense or charge to Tenant, all of the furniture which is currently located within the Demised Premises as of the date hereof, including, without limitation, any chairs and desks located within the Demised Premises as of the date hereof; provided, however, to the extent any such furniture is not owned by Tenant, such furniture shall remain the sole property of Landlord. Tenant shall surrender any such furniture not owned by Tenant to Landlord upon the earlier of (i) the expiration or earlier termination of this Lease, or (ii) the date Tenant elects, in its sole discretion, that it no longer desires to use any or all of such furniture for the operation of its business within the Demised Premises.

45. **Prior Lease.**

45.1 Tenant is presently occupying a portion of the Demised Premises (consisting of approximately 15,446 rentable square feet) as a tenant pursuant to a Sublease Agreement with Landlord, as Prime Landlord, and Star Group Communications, Inc., as Sublandlord ("Sublandlord"), dated November 21, 2014 ("Sublease") which was terminated, and Landlord succeeded to the interest of Sublandlord pursuant to Section 16 of the Sublease ("Prior Lease").

45.2 Landlord and Tenant covenant and agree that any occupancy agreement they had executed and effective prior to this Lease for the Demised Premises, including the Prior Lease, is terminated or expired and this is the only occupancy agreement in effect for the Demised Premises. Unless the Prior Lease has been terminated prior to the Commencement Date, the execution of this Lease shall be deemed to satisfy the requirements with respect to notice of termination set forth anywhere in the Prior Lease and, therefore, the Prior Lease shall be deemed to terminate effective as of the Commencement Date; provided, however, Tenant shall remain liable for all Rent, charges and its obligations under the Prior Lease up to the Commencement Date, without the necessity of any other or further notice to or from either party, and provided further, that the termination of the Prior Lease shall not terminate any rights or remedies available to Landlord under the Prior Lease for Tenant's failure to perform any of its obligations under the Prior Lease up to the termination date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the day and year first above written.

TENANT:

NFI INTERACTIVE LOGISTICS, LLC,
a New Jersey liability company

By: ______________________
Name: JEFFREY BROWN
Title: PRESIDENT

LANDLORD:

ECHELON TITLE LLC,
a Delaware limited liability company

By: ______________________
Name: BRUCE GOLDMAN
Title: EXECUTIVE VICE PRESIDENT

EXHIBIT A-1
DEMISED PREMISES

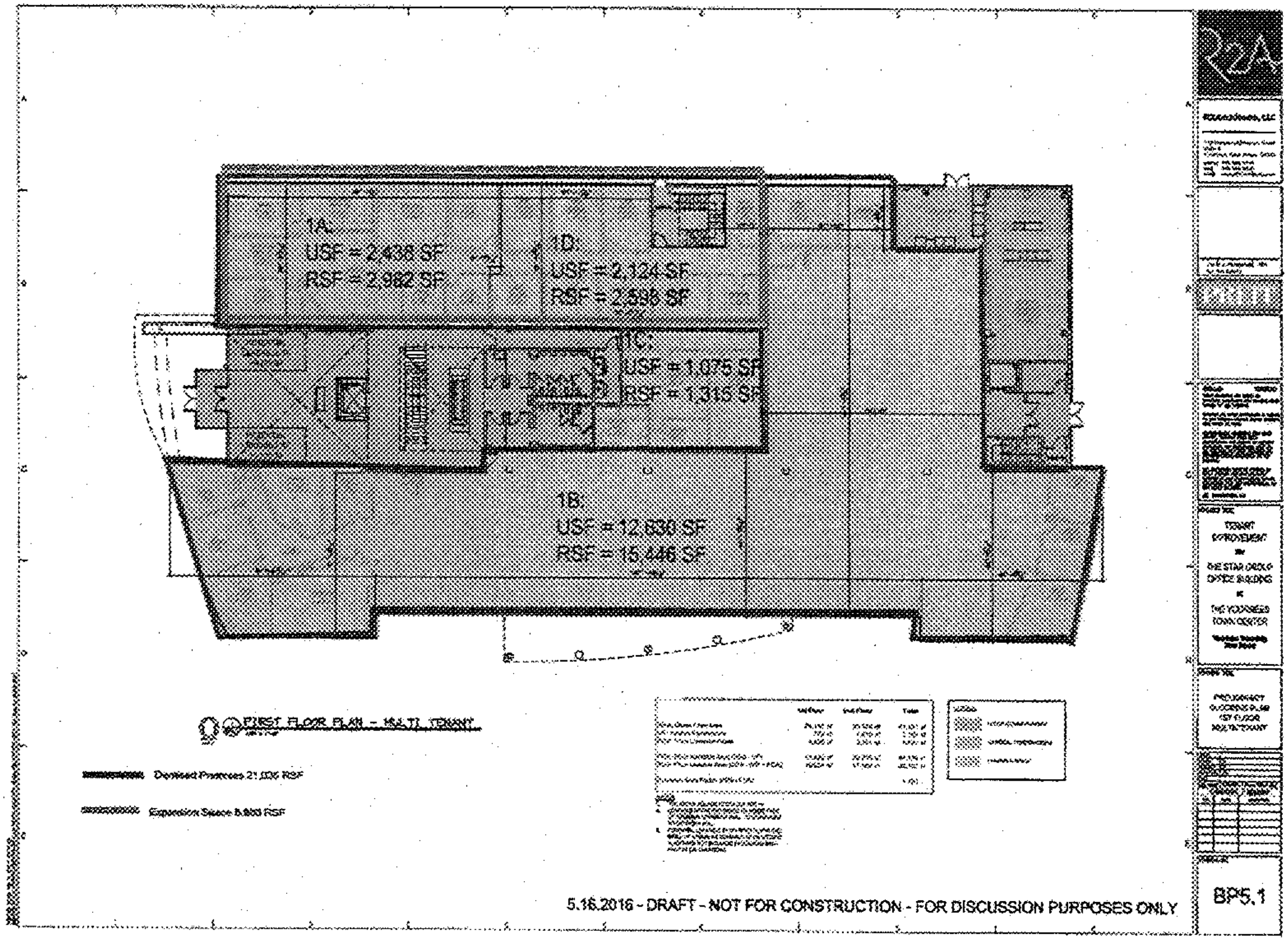


Exhibit A-1

EXHIBIT A-2
METES AND BOUNDS DESCRIPTION OF LAND

Beginning at a point on the northwesterly right-of-way line of Laurel Road (60 feet wide), said point being located the following 2 courses from the intersection of the said side of Laurel Road and the westerly lot line of Block 150.01 Lot 3;

a. On the arc of a circle curving to the right having a radius of 800.00 feet, an arc length of 53.38 feet and a central angle of 3°49'24" and being subtended by a chord which bears South 53°07'08" West, a chord length of 53.37 feet to a point, a capped iron pin found; thence, and

b. Still along said side of Laurel Road South 55°01'50" West tangent to said curve, a distance of 18.01 feet to the point of beginning; thence,

1. Still along said side of Laurel Road South 55°01'50" West, a distance of 301.50 feet to point; thence,
2. Leaving said line of Laurel Road, North 34°49'10" West, a distance of 175.49 feet; thence,
3. North 55°10'50" East, a distance of 301.50 feet to a point; thence,
4. South 34°49'10" East, a distance of 174.70 feet to the first mentioned point and place of Beginning.

Encompassing an area of 52,790 square feet or 1.212 acres.

This description is prepared in accordance with a plan entitled "Final Plan for Minor Subdivision of Block 150.01 Lot 2" prepared by Langan Engineering and Environmental Services, Inc. Philadelphia, Pennsylvania, Job No. 26108, dated 31 January 2008, and last revised 3 October, 2008, Drawing No. 05.02.

EXHIBIT B
CURRENT RULES AND REGULATIONS

1. The toilet rooms, water closets, sinks, faucets, plumbing and other service apparatus of any kind shall not be used by the Tenant for any purpose other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in collection therewith by the Tenant, or left by the Tenant in the lobbies, passages, elevators or stairways of the Building.

2. No skylight, window, door or transom of the Building shall be covered or obstructed by the Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window space, except as approved in writing by the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Except as set forth in the Lease, no sign, lettering, insignia, advertisement, notice or other thing shall be inscribed, painted, installed, erected or placed in any portion of the Demised Premises which may be seen from outside the Building, or on any window, window space or other part of the exterior of the Building, unless first approved in writing by the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Except as expressly provided below in this paragraph, Tenant shall not place any additional lock upon any door within the Demised Premises or elsewhere upon the Demised Premises, and shall surrender all keys for all such locks at the end of the Term. The Landlord shall provide the Tenant with one set of keys to the Demised Premises when the Tenant assumes possession thereof. Tenant shall provide Landlord with keys to such high security areas, but may require that a representative of Tenant accompany Landlord or its agents into such areas, except in the case of emergencies. In such case, Tenant shall provide the required escort upon reasonable advance notice.

5. The Tenant shall not do or permit to be done anything which materially obstructs or interferes with the rights of any other tenant of the Demised Premises. The Tenant shall not keep anywhere within the Demised Premises any matter having an offensive odor, or any kerosene, gasoline, benzine, camphene, fuel or other explosive or highly flammable material. No bird, fish or other animal shall be brought into or kept in or about the Demised Premises.

6. If the Tenant desires to install signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices within the Demised Premises, the Landlord shall direct where and how they are to be installed and, except as so directed, no installation, boring or cutting shall be permitted. The Landlord shall have the right (a) to prevent or interrupt the transmission of excessive, dangerous or annoying current of electricity or otherwise into or through the Building or the Demised Premises, (b) to require the changing of wiring connections or layout at the Tenant's expense, to the extent that the Landlord may reasonably deem necessary, (c) to require compliance with such reasonable rules as the Landlord may establish relating thereto.

7. Landlord shall have the right to exclude from the Building any heavy furniture, safe or other articles which may create a hazard and to require it to be located at a designated place in the Demised Premises. The Tenant shall not place any weight anywhere beyond the safe

carrying capacity of the Building. The cost of repairing any damage to the Building or any part of the Demised Premises caused by taking any of the same in or out of the Demised Premises, or any damage caused while it is in the Demised Premises or the rest of the Building, shall be borne by the Tenant.

8. The Tenant shall have access to the Demised Premises on a twenty-four (24) hour per day, seven (7) days per week basis. The Landlord shall in no event be responsible for admitting or excluding any person from the Demised Premises. In case of invasion, hostile attack, insurrection, mob violence, riot, public excitement or other commotion, explosion, fire or any casualty, the Landlord shall have the right to bar or limit access to the Building to protect the safety of occupants of the Demised Premises, or any property within the Demised Premises.

9. The Landlord shall have the right to rescind, suspend or modify the Rules and Regulations and to promulgate such other Rules or Regulations as, in the Landlord's reasonable judgment, are from time to time needed for the safety, care, maintenance, operation and cleanliness of the Building, or for the preservation of good order therein. Upon the Tenant's having been given notice of the taking of any such action, the Rules and Regulations as so rescinded, suspended, modified or promulgated shall have the same force and effect as if in effect at the time at which the Tenant's lease was entered into (except that nothing in the Rules and Regulations shall be deemed in any way to alter or impair any provision of such lease).

10. The use of any room within the Building as sleeping quarters is strictly prohibited at all times.

EXHIBIT C
TOWN CENTER DECLARATIONS

TRC -Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 608.

First Supplemental Agreement to TRC -Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 728.

Second Supplemental Agreement to TRC - Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 734.

Assignment and Agreement to TRC-Strawbridge & Clothier Operating Agreement in Deed Book 3108 Page 797.

Third Supplemental Agreement to TRC - Strawbridge & Clothier Operating Agreement in Deed Book 3320 Page 801.

First Amendment to TRC- Strawbridge & Clothier Operating Agreement in Deed Book 3356 Page 321.

Fourth Supplement Agreement to TRC -Strawbridge & Clothier Operating Agreement in Deed Book 3356 Page 327.

Fifth Supplemental Agreement to TRC - Strawbridge & Clothier Operating Agreement in Deed Book 3761 Page 614.

Sixth Supplemental Agreement and Declaration of Easements by and between Federated Retail Holdings Inc. and Echelon Title LLC in Deed Book 8431 Page 1038.

Seventh Supplemental Agreement by and between Macy's Retail Holdings, Inc. (f/k/a Federated Retail Holdings, Inc.) and Echelon Title LLC dated January 26, 2015 in Book 10191, Page 1619.

Operating Agreement between Lits-Echelon, Inc., and Echelon Mall, Inc., dated September 10, 1969 recorded November 5, 1969 in Deed Book 3132 Page 278.

Agreement Ratifying Operating Agreement in Deed Book 3132 Page 408.

First Supplemental Agreement to Operating Agreement in Deed Book 3320 Page 797.

Second Supplemental Agreement to Operating Agreement in Deed Book 3356 Page 339.

Agreement Respecting Operating Agreement in Deed Book 3761 Page 570.

Shopping Center Operating Agreement in Deed Book 3761 Page 584.

Agreement between Echelon Mall, Inc., et al, dated June 19, 1981 recorded July 2, 1981 in Deed Book 3785 Page 246.

Second Amendment to Shopping Center Operating Agreement in Mortgage Book 3794 Page 434.

Agreement between Lits-Echelon, Inc., a New Jersey corporation, and Echelon Mall, Inc., dated October 29, 1969 recorded November 5, 1969 in Deed Book 3132 Page 412.

Third Amendment to Shopping Center Operating Agreement and Declaration of Easements by and between Boscov's Department Store, Inc., and Echelon Title, LLC in Deed Book 8434, Page 1072.

Fourth Amendment to Shopping Center Operating Agreement by and between Boscov's Department Store, LLC, and Echelon Title dated November 8, 2012 in Book 09699, Page 0850.

Common Facilities Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens in Deed Book 3191 Page 968.

First Amendment to Common Facilities Deed, Agreement and Declaration of Covenant Easements, Charges and Liens in Deed Book 3367 Page 477.

Supplemental and Spreader Agreement in Deed Book 3367 Page 502.

Second Amendment to Common Facilities Deed Agreement and Declaration of Covenants, Easements, Charges and Liens in Deed Book 3788 Page 34.

Declaration of Covenants and Easements dated December 29, 2006 by Echelon Title LLC.

Declaration of Residential Use Restriction dated December 29, 2006 by Echelon Title LLC.

Office Parcel Easement Agreement, Covenants and Restrictions dated August ___, 2016 by and between Voorhees Center Realty, LLC, Voorhees CH LLC and Voorhees Nassim LLC and Echelon Title, LLC.

EXHIBIT D
JANITORIAL SPECIFICATIONS

A. Office Area

Daily (Five (5) Times per Week)

1. Empty and clean all waste receptacles and ashtrays and remove dry waste material from the Premises; wash receptacles, as necessary.

1. Sweep and dust mop all uncarpeted areas using a dust-treated mop.

2. Vacuum all rugs and carpeted areas.

3. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, office equipment, window sills, door ledges, and chair rails, within normal reach. Any objects on desks or tables will be cleaned around- never moved.

4. Wash clean all water fountains.

5. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the Premises in an orderly condition.

Weekly

1. Dust coat racks and the like.

2. Remove all finger marks from private entrance doors, light switches, and doorways.

3. Clean all glass partitions.

4. Spot clean all carpeted floors.

Each Six (6) Weeks

1. Clean and spray wax vinyl composition tile floors in tenant areas.

Quarterly

1. Render high dusting not reached in daily cleaning to include:

    (a) Dusting all pictures, frames, charts, graphs, and similar wall hangings.

    (b) Dust all vertical surfaces, such as walls, partitions, doors and bucks.

    (c) Clean all return air grills.

B. Lavatories

Daily (Five (5) Times per Week)

1. Sweep and damp mop floors.

2. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, piping and toilet seat hinges.

3. Wash both sides of all toilet seats.

4. Wash all basins, bowls, and urinals.

5. Dust and clean all powder room fixtures.

6. Empty and clean paper towel and sanitary disposal receptacles.

7. Remove waste paper and refuse.

8. Refill tissue holders, soap dispensers, and towel dispensers.

9. A sanitizing solution will be used in all lavatory cleaning.

Monthly

1. Machine scrub lavatory floors.

2. Wash all partitions and tile walls in lavatories.

C. Main Lobby, Elevators, Building Exterior, and Corridors

Daily (Five (5) Times per Week)

1. Sweep and wash all floors.
2. Wash all rubber mats.
3. Clean elevators, wash or vacuum floors, wipe down walls and doors.
4. Spot clean any metal work inside lobby.
5. Spot clean any metal work surrounding entrance doors.

Weekly

1. Clean all lobby glass.

D. Vinyl Composition Tile Lobbies and Public Corridors

Nightly: Sweep and dust with treated cloth.

Weekly: Spray wax and buff. Use non-skid wax.

Semi -annually: Strip, clean and wax with non-skid wax.

E. Window-cleaning

1. Inside and outside surfaces of windows of exterior walls will be washed up to two (2) times per year.

EXHIBIT E

INTENTIONALLY DELETED

EXHIBIT F-1
INTENTIONALLY DELETED

EXHIBIT F-2
LANDLORD'S WORK

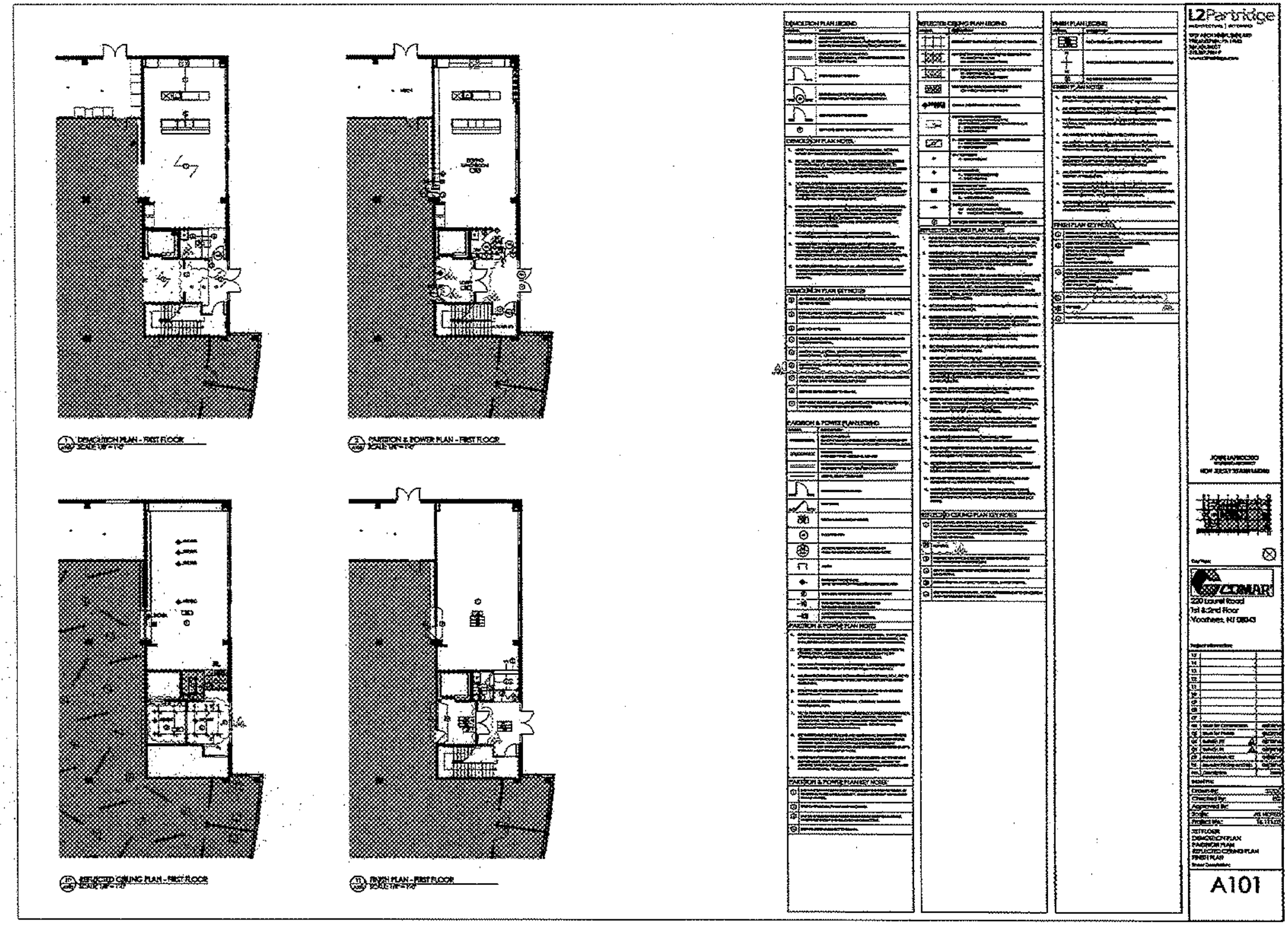


Exhibit F-2 – Page 1

EXHIBIT G
FORM OF TENANT ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

The undersigned, as tenant ("Tenant") does hereby certify, to the best of the undersigned's knowledge as of the date hereof, to [ ] ("Recipient"), its successors, members and assigns, as follows:

1. Tenant has entered into a lease agreement for the premises described on Exhibit "A" ("Premises") attached hereto (the "Lease").

2. The Lease is in full force and effect.

3. All payments due under the Lease have been paid by Tenant in full, to date.

4. Landlord is not in default under any terms of the Lease

5. Tenant is not in default under the Lease.

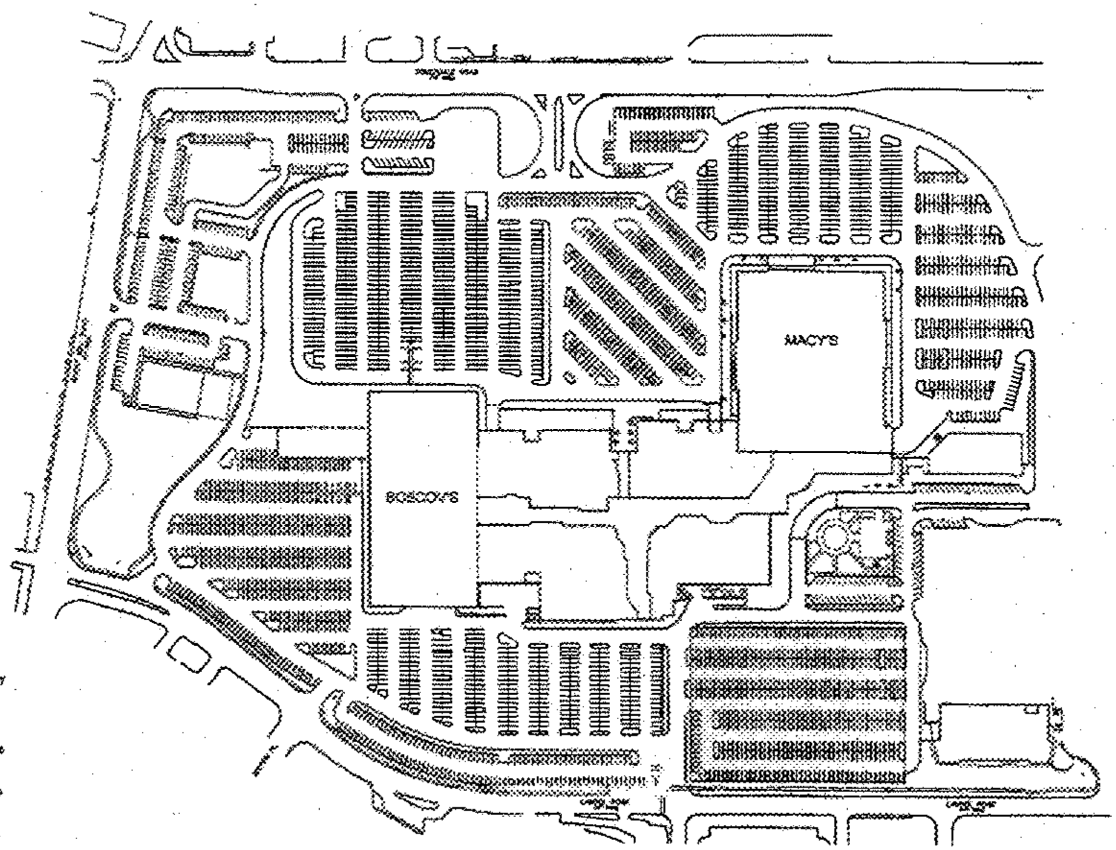
6. There is no litigation pending or threatened with regard to the Tenant which materially and adversely affects the undersigned's interest in the Premises.

This certificate has been duly executed by an authorized signatory of the Tenant. This certification may be relied upon by Recipient.

Dated: August 31, 2016

NFI Interactive Logistics, LLC
JEFFREY BROWN
By: Jeffrey Brown
Name:
Title: PRESIDENT

EXHIBIT H
PARKING AREA



OFFICE PARCEL PERMITTED PARKING AREA

PREIT
220 LAUREL ROAD
VOORHEES, NEW JERSEY

This drawing is diagrammatic. Sizes and dimensions are approximate and subject to revision. The depicting walls and/or boxes that may not currently exist as shown. Further, Landlord does not represent that any tenant/occupant whose name appears on this Exhibit "A" is now occupying or will continue to occupy any portion of the Shopping Center. Landlord hereby reserves the right, at any time and from time to time, to alter or otherwise modify the locations and/or dimensions of all buildings, parking areas, service areas, roads, entrances, exits, malls and other facilities shown on this Exhibit "A", to place in the malls, courts, corridors and other Common Areas of the Shopping Center, landscaping, decorative items, and structures, and areas for retail sales and promotional activities, and to construct, lease, operate and maintain buildings, structures, and other facilities not shown on this Exhibit "A", provided, however, that Landlord does not violate any rights expressly reserved to Tenant in this Lease.

PHIL1 5362440v.22

LEASE AMENDMENT AGREEMENT

THIS LEASE AMENDMENT AGREEMENT ("Amendment"), is entered into this 23rd day of July 2007, by and between **BURNT MILL GROUP, LLC**, having an address of 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003, hereinafter referred to as the "Landlord", and **INTERACTIVE LOGISTICS, INC.**, with offices at 1515 Burnt Mill Road, Cherry Hill, New Jersey 08003, hereinafter referred to as "Tenant".

WHEREAS, the Landlord and Tenant entered into a certain ten-year Lease dated November 21, 2000, which commenced February 1, 2001, and expires January 31, 2011, (the "Lease"), for approximately 19,200 square feet of office space at property known as 1515 Burnt Mill Road, Cherry Hill, New Jersey, hereinafter referred to at the "Premises".

WHEREAS, the Landlord and the Tenant have agreed to amend the Lease under the terms set forth below.

NOW, THEREFORE, for Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and consented to by the Landlord and Tenant, Landlord and Tenant do hereby agree as follows:

1. The Term of the Lease shall be extended to expire on July 31, 2019.

2. For the period from February 1, 2011 up to and including July 31, 2019, the rent that Tenant shall pay Landlord for the Premises shall be [redacted] on a monthly basis and [redacted] on an annual basis.

3. To the extent that there is any conflict between the Lease and this Lease Amendment Agreement, this Lease Amendment Agreement shall govern.

4. Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment Agreement by their duly authorized representatives.

BURNT MILLGROUP, LLC	**INTERACTIVE LOGISTICS, INC.**
By: ____________________	By: ____________________
Sidney R. Brown	Sidney Brown
Date: July 23, 2007	Date: July 23, 2007

Taking Care of Busin

njgin.state.nj.us/OIT_BusinessMap2/

Apps | Crossing Broad | espn The Worldw | New Jersey Econo | New Jersey Legis | NJ Assessment Re | State of NJ - Tax | Taking Care of Bu | Other bookmarks

STATE OF NEW JERSEY
TAKING CARE OF BUSINESS Site Evaluator - 2.0

Parcel Search | Find Location By Address | Help

Map | Report 1

Layer List | Map Legend

Reference Layers

Economic Growth

Economic Opportunity Act

- [x] EOA - Basic Eligibility

Economic Growth

- [ ] Brownfield Sites
- [ ] Urban Enterprise Zones
- [ ] Innovation Zones
- [ ] Urban Aid Communities
- [ ] Areas in Need of Redevelopment
- [ ] Areas in Need of Rehabilitation
- [ ] Municipal Revitalization Index
- [ ] Urban Coordinating Council Qualified Municipalities
- [ ] NJ Redevelopment Authority Eligible Municipalities
- [ ] Main Street New Jersey Program Focus Areas

Planning

Environmental

Work Force / Demographic

HMFA

This Lease, dated the 21st day of November 2000

Between Burnt Mill Group, L.P., 71 West Park Avenue, Vineland, New Jersey 08360

hereinafter referred to as the Landlord, and

Interactive Logistics, Inc., 1515 Burnt Mill Road, Cherry Hill, New Jersey

hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the Township of Cherry Hill County of Camden and State of New Jersey

19,200 square foot office space, most commonly known as 1515 Burnt Mill Road, Cherry Hill, New Jersey

The term of this demise shall be for ten (10) years beginning February 1, 2001 and ending January 31, 2011.

The rent for the demised term shall be as follows: For Years 1-5, [redacted] ($[redacted]) [redacted] which shall accrue at the yearly rate of [redacted] ($[redacted]). For Years 6-10, [redacted] ($[redacted]) [redacted] which shall accrue at the yearly rate of [redacted] ($[redacted])

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in instalments as follows:

For years 1 – 5, [redacted] ($[redacted]) and No Cents/Per Month. For years 6 – 10, [redacted] ($[redacted]) and No Cents/Per Month.

at the office of Burnt Mill Group, L.P., 71 West Park Ave., Vineland, NJ 08360 or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a

Office Space

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option, may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this lease.

Fourth.—The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon.

Fifth.—The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the

Alterations and Improvements
Sanitation, Inflammable Materials
Sidewalks

prior written consent [illegible] Landlord. All erections, alterations, additi[illegible]d improvements, whether temporary or permanent in character, [illegible] may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

Mechanics' Liens

Sixth.—In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

Glass

Seventh.—The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.

Liability of Landlord

Eighth.—The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

Services and Utilities

Ninth.—Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the tenant ; gas by the tenant ; electricity by the tenant ; heat by the tenant ; refrigeration by the tenant ; hot water by the tenant .

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Right to Inspect and Exhibit

Tenth.—The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

Damage by Fire, Explosion, The Elements or Otherwise

Eleventh.—In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenantable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenantable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenantable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Observation of Laws, Ordinances, Rules and Regulations

Twelfth.—The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Signs

Thirteenth.—No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Subordination to Mortgages and Deeds of Trust

Fourteenth.—This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Sale of Premises

Fifteenth.—In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the Landlord or the purchaser may terminate this lease on the thirtieth day of April in any year upon giving the Tenant notice of such termination prior to the first day of January in the same year.

Rules and Regulations of Landlord

Sixteenth.—The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Violation of Covenants, Forfeiture of Lease, Re-entry by Landlord

Non-waiver of Breach

Seventeenth.—In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within ten days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

otices

Eighteenth.—All n[illegible]nd demands, legal or otherwise, incidental [illegible] lease, or the occupation of the demised premises, shall be in writ[illegible]. If the Landlord or its agent desires to give [illegible] serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

...ruptcy, solvency, ...signment for ...nefit of ...editors

Nineteenth.—It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

olding Over Tenant

Twentieth.—In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

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Twenty-first.—If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

curity

Twenty-second.—The Tenant has this day deposited with the Landlord the sum of $ -0- as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

bitration

Twenty-third.—Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

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Twenty-fourth.—No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

ase ovisions Not clusive

Twenty-fifth.—The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

ase Binding Heirs, ccessors, Etc.

Twenty-sixth.—All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Twenty-seventh.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Twenty-eighth.—This instrument may not be changed orally.

Twenty-ninth.-The parties acknowledge that this Lease is intended to be a net-net-net lease. Lessee will pay as additional rent its pro rata share of all real estate taxes and assessments. Lessee will pay as additional rent its pro rata share of common charges for the operation, repair and maintenance of the Premises, including, but not limited to, fire insurance, liability insurance, sprinkler repair and maintenance, monitoring and inspection, snow removal, landscape and gardening, non-structural repair and maintenance of the Building, exterior asphalt paved and concrete driving surfaces and parking lots, and grounds, roof maintenance and repair, exterior utility lines, outside lighting, common electric, water and sewer services (including water charged for any sprinkler system), and any other common items.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Witness:

Burnt Mill Group, L.L.C. ....(SEAL)
Landlord

By

..........(SEAL)
Tenant
Interactive Logistics, Inc.

GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to the undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness :.. ....(SEAL)

....(SEAL)

Date :..

Lease

Landlord

to

Tenant

Premises leased :

From :..

To :..

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to the within lease from and after unto heirs, successors, and assigns, the demised premises to be used and occupied for and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness :.. ....(SEAL)

....(SEAL)

Date :..

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, hereby assumes and agrees from and after to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness :.. ....(SEAL)

....(SEAL)

Date :..

CONSENT TO ASSIGNMENT

The undersigned Landlord hereby consents to the assignment of the within lease to

on the express conditions that the original Tenant

, the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

....
Landlord

Date :.. By ....

Application No. 209391

NFI, L.P. - Supplement to Additional Background Questions

Supplement to Question Numbers 5, 6, 10.i, & 11

With approximately 8,100 employees company-wide, NFI has been a party to employment-related litigation in the ordinary course of its business. Such litigation has involved, among other claims, allegations of discrimination and harassment. In resolving such litigation, NFI has not admitted any liability in such matters or that it committed any wrongdoing.

No member of the Controlled Group has been found guilty, liable, or responsible for any such claims.

No such litigation should be considered grounds for debarment or disqualification under relevant regulations.

State of New Jersey
Division of Taxation
Business Assistance Clearance Section
50 Barrack Street – 9th Floor
P.O. Box 272
Trenton, NJ 08695-0272

APPLICATION FOR TAX CLEARANCE – BUSINESS ASSISTANCE AND INCENTIVES

Application Fee Required

Standard processing $75.00

Expedited processing (a response within 3 business days) $200.00

Legal Name of Applicant NFI, L.P.

Trade Name of Applicant NFI

Business Location Address 1515 Burnt Mill Road, Cherry Hill, NJ 08003

Mailing Address for Clearance Certificate (If different from Business Location Address)

NJ Tax Registration # [redacted]787/000 FID/TIN # [redacted]746

Type of Business Logistics

List All Officers or Partners on page 2 of application.
Please list on page 2 of this application any parent company, subsidiary or other related entity **that will directly benefit from this assistance.**

Name of Issuer State Agency Economic Development Authority Due Date 10/31/2016

Name of Assistance Program Grow New Jersey Application# 209391

Agency Contact Person Christina Fuentes

Agency Contact Address 36 West State Street, Trenton, NJ 08625

Agency Contact Phone # (609) 858-6663 Agency Contact Fax #

Agency Contact Email cfuentes@njeda.com

I certify that I am autho rized to complete this tax clearance application; that it is true and complete; and that if any informatio n contained in this tax clearan ce application is willfully false, I may be subje ct to penalty.

I understand that the Division of Taxation may communicate to the issuer Stat e agency, the status of th e tax compliance of the applicant. By signing this tax clearance application, I consent to the release of such general status information by the Division of Taxation.

Signature of Authorized Representative	Chief Financial Officer Title	Date
Steven S. Grabell Print Name Contact	(856) 507-4454 Phone Number	* Required*

Name of Applicant NFI, LP NJ Tax Registration # [redacted]787/000

Effective July 1, 2007, P.L. 2007, c. 101 established a tax clearance program for awards of certain business assistance and incentive programs, including but not limited to a grant, loan, loan guarantee, or other monetary or financial benefit issued by the State and its independent agencies and authorities to assist in the conduct or operation of a business, occupation, trade, or profession in the State. As a precondition to or as a component of the application process, the applicant must provide to the State agency a current tax clearance certificate issued by the Director of the Division of Taxation.

This application form is intended to provide the Division of Taxation with the necessary information to conduct its research and determine if the applicant is compliant with New Jersey tax laws such that a tax clearance certificate may be issued. If the Director determines that the applicant has not filed all required tax returns and has not paid all tax, penalties, interest, or fees due, the Director shall issue a notice to the applicant of the particulars to be resolved before a tax clearance certificate may be issued.

Effective March 1, 2009, a fee will be imposed for all Applications for Tax Clearance – Business Assistance and Incentives. The application fee is $75.00 for standard processing. An expedited service (response within three (3) business days) is available for $200.00. The fee is non-refundable and will cover updates, if needed for this application, for up to one year. Payment must be made by check or money order payable to the "New Jersey Division of Taxation".

All Applications must be mailed or hand delivered to the Taxation address. Applications received without payment will not be processed.

Questions about the tax clearance process may be directed to: (609) 292-6400.
Questions about the award process should be directed to the specific State Agency noted on page 1.

The following information is required to verify and/or update our records.

List of Officers or Partners:

Name	Address	Social Security #
Sidney Brown	225 S. 18th Street, Philadelphia, PA 19103	[redacted]
Jeffrey Brown	14 Dressage Court, Cherry Hill, NJ 08003	[redacted]
Irwin Brown	5430 Palomar Lane, Dallas, TX 75229	[redacted]

Attach additional pages as necessary.

LIST RELATED ENTITIES THAT DIRECTLY BENEFIT FROM THIS ASSISTANCE

Information on related entities: (Name, Address, Relationship, Taxpayer Identification Number & Type of Business)

National Distribution Center, LLC	Tax-ID [redacted]787
NFI Interactive Logistics, LLC	Tax-ID #[redacted]688
NFI Management Services, LLC	Tax-ID #[redacted]90
NFI Real Estate, LLC	Tax-ID #[redacted]098

I certify the information on this page is correct.

10/16/2016

(Signature of Authorized Representative) (Date)

New Jersey Economic Development Authority

Online Application for Financial Assistance

****

OFFICIAL COPY

APPLICATION SUBMISSION DATE - 10/24/2016 12:18:53 PM

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APPLICATION NUMBER: 209391

Application Date:	10/24/2016
Who is your NJEDA contact?	Christina Fuentes
Products Selected:	Grow New Jersey Program
Application Fee:	$5,000
Payment Method:	BYCHECK

Applicant Organization Information

Applicant Organization Name: (legal name without abbreviations)	NFI, L.P.
Federal Employer's I.D. No. (FEIN):	[redacted]746
Doing Business As Name:	NFI
Holding Company Name:	N/A
Authorized Representative:	Sidney Brown
Authorized Representative Title:	Chief Executive Officer
Authorized Representative Email Address:	sidney.brown@nfiindustries.com
Is the Organization's address the same as the Contact's address?	YES
County:	Camden
Telephone Number:	(856)857-1324
Website Address:	www.nfiindustries.com
Number of Employees:	8,100
Media Contact Name	TJ Lynch
Media Contact Telephone Number	8565523156
Media Contact Email Address	tj.lynch@nfiindustries.com

NAICS Number: 484121

(To find this number, look to the federal determination provided when the applicant entity was formed, or visit the following link to determine based upon current business functions, http://www.census.gov/epcd/www/naics.html.)

Nature of Business: Provider of third party logistics services throughout the United States and Canada and owner and developer of real estate in the United States.

Please provide a detailed company background and profile, together with a brief history and description of the applicant's business (including principal products and services) :
NFI is a fully integrated supply chain solutions provider. Privately held by the Brown family since its inception in 1932, NFI generates more than $1 billion in annual revenue and employs approximately 8,100 employees throughout the United State and Canada. NFI operates approximately 25 million square feet of warehouse and distribution space. Its company-owned fleet consists of over 2,000 tractors and 7,000 trailers, operated by more than 2,300 company drivers and 250 Owner Operators. Its business lines include transportation, warehousing, intermodal, brokerage, global, and real estate solutions.

Year Established: 1932

Ownership Structure: Partnership

State of Incorporation/Formation: DE

List all Officers, Directors or Owners with a 10% or more interest.

Name	Position	US Citizen	Permanent Resident
Sidney Brown and Trusts FBO his Family	Owner/Partner - 33.3%	YES	
Jeffrey Brown and Trusts FBO his Family	Owner/Partner - 33.3%	YES	
Irwin Brown and Trusts FBO his Family	Owner/Partner - 33.3%	YES	

Principal Bank Reference Information

Bank Name	Contact Name	Contact Telephone Number	Contact Email Address
PNC Bank, N.A.	Denise Viola Monahan	(856)489-2972	

Legal Information

Name of counsel to applicant: Scott Brucker

Address: 1515 Burnt Mill Road, Cherry Hill, NJ 08003

Telephone: (856)470-2014

E-mail: scott.brucker@nfiindustries.com

Accountant Information

Accountant name: Wayne Kaplan

Address:	Grant Thornton, Two Commerce Square, 2001 Market Street, Suite 700 Philadelphia, PA 19103-7080
Telephone:	(215) 656-3073
E-mail:	wayne.kaplan@us.gt.com

Has the applicant, or any related parties, previously received EDA assistance? NO

Applicant Contact Information

Salutation:	Mr.
First Name:	Steven
Middle Initial:	S
Last Name:	Grabell
Suffix:	
Title:	Chief Financial Officer
Company:	NFI, L.P.
Mailing Address:	1515 Burnt Mill Road
Address Line 2:	
City/Town:	Cherry Hill
State:	NJ
ZIP Code:	08003
Telephone Number:	856-507-4454 Ext.
Fax Number:	111-111-1111
Email Address:	steven.grabell@nfiindustries.com

Consultant Contact Information

Contact Name:	N/A
Contact Title:	N/A
Company:	N/A
Address:	N/A
Address Line 2:	
City:	N/A
State:	NJ
ZIP Code:	11111
Phone:	(111)111-1111
Email:	a@a.com

Project Information

Project Location

Street Address:	Caruso Place
Address Line 2:	
City/Town:	Camden City
State:	NJ
ZIP Code:	08102
County:	Camden

Block	Lot
81.06	3.01
81.06	3.02

Census Tract:	340076103.00
Is the project located on property that was wholly or substantially damaged or destroyed as a result of a Federally-declared disaster?	NO

Current Location

Street Address:	1515 Burnt Mill Road
Address Line 2:	
City/Town:	Cherry Hill
State:	NJ
ZIP Code:	08003
Is the current location leased or owned?	LEASED
When does the lease end?	2017-12-14
Reason for leaving:	Applicant is consolidating its three New Jersey office operations into a single location.
Square Footage:	80367
Timeframe for moving out:	5/21/2019

Alternate Location

Street Address:	1500 Spring Garden
Address Line 2:	
City/Town:	Philadelphia
State:	PA
ZIP Code:	19130
Will the Alternate location leased or owned?	LEASED
Square Footage:	103491
Estimated capital investment (different from total projects):	5314262.85

Project Description

Please provide a narrative description as fully and precisely as possible of the project, including acquisition, lease and renewal terms, construction or expansion plans, current and future uses by the applicant, size of existing and proposed facility, and/or project occupant(s) of the building(s) and/or equipment to be acquired or upgraded:

The Applicant proposes to relocate its office headquarters from Cherry Hill to Camden, NJ and two additional office operations from Voorhees to Camden, NJ. The Applicant currently has an office in Cherry Hill, NJ and two offices in Voorhees, NJ. The Applicant will move 166 GrowNJ-qualified existing jobs from Cherry Hill to Camden; move 114 GrowNJ-qualified existing jobs from its first Voorhees location to Camden; and move 61 GrowNJ-qualified existing jobs from its second Voorhees location to Camden. Camden Waterfront Development Overview: The proposed Camden Tower Office Building, identified as building â€œC-1â€ on the Camden Master Plan prepared by Robert A.M. Stern Architects dated August 1, 2016, is part of the Liberty Property Trust (Liberty Property Trust and Liberty Property Limited Partnership are collectively referred to as â€œLPTâ€) comprehensive vision for a mixed-use urban waterfront comprised of office, retail, and residential space, and accompanying structured and surface level parking in the City of Camden. The development site presently consists of eight separate tax lots, and is located north of Market Street, south of Pearl Street, and west of Delaware Avenue, in close proximity to the Benjamin Franklin Bridge. The entirety of the site is currently utilized as surface level parking lots. The various lots located within the development site are currently owned by the New Jersey Economic Development Authority (â€œEDAâ€), the City of Camden Redevelopment Agency (â€œCRAâ€), and Camden Town Center, LLC (â€œCTCâ€). In October of 2004, CTC and the EDA entered into a Development and Option Agreement for the redevelopment properties. However, attempts to redevelop the site have been unsuccessful for the twelve year period. In August of 2015, LPT entered in an Agreement of Sale and Purchase to acquire 100% of the membership interest in CTC. Immediately prior to Closing, CTC will exercise its option to purchase the EDA redevelopment properties and it, or LPT, will act as the overall project developer for the waterfront site. The various tax lots will be consolidated and entered into a condominium regime. CTC will sell the individual condo â€œunits,â€ or parcels within the condominium regime, to various end users. Overview of C-1 Building Ownership and Space Allocation: The condominium unit encompassing buildings C-1 and P-1 will be sold to Camden Partners Tower Equities, LLC (â€œLandlordâ€), a Garden State Grown Zone Development entity. Landlord will enter into a build-to-suit contract with LPT for construction of the multi-tenant office building C-1 and parking garage P-1 at the condo unit site. Upon delivery of the office building and parking garage, Landlord will lease the building to Camden Partners Operating Company, LLC (â€œOperating Companyâ€). Operating Company will sublease the office building and parking garage to three tenants, The Michaels Organization, LLC (â€œMichaelsâ€), NFI, L.P. (â€œNFIâ€) and Conner Strong & Buckelew, LLC (â€œConner Strongâ€) (collectively â€œTenantsâ€). The proposed office building C-1 and the parking garage P-1 are located upon present Block 81.06, Lots 3.01 and 3.02 as identified on the Tax Map of the City of Camden. The proposed office building will consist of thirteen stories with a gross area of 420,602 sf and a total rentable area of 386,900 sf. Building space will be specifically occupied by the three Tenants as follows: â€¢ NFI will occupy Floors 4, 5, and 6 totaling 88,233 sf. â€¢ Michaels will occupy Floors 7, 8, and 9 totaling 88,233 sf. â€¢ Conner Strong will occupy Floors 10, 11, and 12, along with the corporate conference center with related facilities on Floor 13 totaling 90,000 sf. General space within the building that will be allocated to, or shared by each Tenant includes: â€¢ 20,118 sf of mechanical space on Floor 1; â€¢ 12,314 sf of retail/restaurant space on Floor 1; â€¢ 9,323 sf of retail/restaurant space on the mezzanine level; â€¢ 32,499 sf in amenity space (cafeteria and fitness center); â€¢ 28,697 sf of Floor 3 will be shared mail room and conference space; â€¢ 17,387 sf of mechanical space on Floor 14; and â€¢ 96 sf helipad There is a total of 120,434 sf of general space within the C-1 building allocated to the three Tenants. The proposed parking garage P-1 will contain 785 parking spaces, all of which will be restricted to the exclusive use of the C-1 Tenants. Overview of Total Capital Investment and Allocation of Landlordâ€™s Investment amongst Tenants: Landlord and each Tenant have entered into a Letter of Intent (â€œLOIâ€) for the construction and lease of the building. Tenants will lease space within the building and garage as set forth above. The LOI also provides a fit out allowance for each Tenant that will include interior improvements to the core and shell, furniture fixtures and equipment, relocation costs and other Landlord costs associated with the construction of the building. A budget with line item costs/sf is attached hereto. The total cost of construction of the C-1 core and shell and the P-1 garage will be $188,420,300. The total cost of the Landlord's allowance for fit out and other costs included in the capital expense is estimated at $81,249,000. Other Landlord costs eligible toward the Tenantâ€™s capital expense amount to $22,153,182. Pursuant to N.J.A.C. 19:31-18.2, a business that leases a qualified business facility is deemed to have acquired the capital investment made or acquired by the landlord if pertaining primarily to the premises of the qualified business facility, and, if pertaining generally to the qualified business facility being leased, shall be allocated to the premises of the qualified business facility on the basis of the gross leasable area of the premises in relation to the total gross leasable area in the qualified business facility. Accordingly, the three tenants will be deemed to have acquired the total capital investment made by the landlord that pertains directly to their business facility and a pro rata portion of the landlordâ€™s capital investment pertaining to the general building space. The GrowNJ statute states that within a mixed-use building, retail facilities in an amount up to 7.5% of the project may be included in the mixed-use project application for a grant of tax credits along with the non-retail facilitates. N.J.S.A. 34:1B-244.e. The three Tenants will solely occupy a total of 266,466 sf in the C-1 building. Of the 266,466 sf, NFI will occupy 88,233 sf, or 33.1 percent, Michaels will solely occupy 88,233 sf or 33.1 percent, and Conner Strong will solely occupy 90,000 sf or 33.8 percent. The remaining 120,434 sf of space is the shared third floor, retail/restaurant space and other common space within the building, the cost of which is shared pro rata pursuant to N.J.A.C. 19:31-18.2. Each Tenantâ€™s share of the Landlordâ€™s total capital investment is as follows: â€¢ NFI - $96,593,242 â€¢ Michaels - $96,593,242 â€¢ Conner Strong - $98,635,999 See attached Project Cost spreadsheet that identifies the space allocation, the total project cost, the Tenantâ€™s share of the total project costs, and the Tenantâ€™s specific capital investment.

Will the project facility be occupied or used by any party other than the applicant?	YES
Is it anticipated that the project location will be purchased or leased?	LEASE

Landlord Contact Information

Contact Name:	Jeffrey Brown
Contact Title:	N/A
Company:	Camden Partners Towers Operations, LLC
Address:	1515 Burnt Mill Road
Address Line 2:	
City:	Cherry Hill
State:	NJ
ZIP Code:	08003
Phone:	(856)794-4648
Email:	jeff.brown@nfiindustries.com
Useable Square Footage leased by the tenant:	88,233
Total Useable Square Footage of the building:	386,900

Asset Type:	Gross Leasable Area (GLA))	Useable Square Feet (USF)
Office	128,111	88,233

Describe how the green building standards posted on EDA's website, here www.njeda.com/GreenBldgGuidance1 and here www.njeda.com/GreenBldgGuidance2, will be incorporated into the proposed project. Also include how renewable energy, energy efficiency technology, and non-renewable resources will be incorporated into the project to reduce environmental degradation and to encourage long-term cost reduction.

NFI, L.P. will comply with NJEDA green building requirements.

Will the project generate solar energy on the site? NO

Project Costs

Please enter applicable costs:

New Building Construction	[redacted]
Environmental Investigations and Remediation Costs	[redacted]
Fees - Engineering and Architectural	[redacted]
Fees - Legal	[redacted]
Interest During Construction	[redacted]
Fixtures & Equipment, Furniture	[redacted]
Soft Costs	[redacted]
Relocation Costs	[redacted]
Security	[redacted]
Other (1) - Owner's Representative for Construction	[redacted]
Other (3) - Insurance	[redacted]
Total Cost:	$96,593,242

Prevailing Wage

Be advised that projects utilizing financial assistance for construction related costs are subject to state prevailing wage requirements. For further information regarding prevailing wage requirements, please visit the New Jersey Department of Labor and Workforce webpage on prevailing wage requirements located at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html. Please contact Christina if you have any questions.

Will any of the Project costs be made or paid for by the landlord or through a tenant improvement allowance?	YES
If yes, how much?	$96,593,242

Project Costs - New Building Construction

Provide a brief description of the new construction including number and size of new buildings:

The project includes a high performance, sustainable office building on the Camden waterfront, comprised of 420,602 gross square feet, together with a 785 stall parking structure. The office building, identified as C1, will be 13 stories, and approximately 258 feet in height. The parking garage structure, identified as P1, will be 5 stories and approximately 56 feet in height with 785 parking spaces.

Square feet of the building: 386900

Describe all approvals for this project	Status	Date
1. Site Plan Approval	Anticipated	2/15/2017
2. Schematic Drawings	Anticipated	12/1/2016
3. Design Drawings	Anticipated	1/1/2017
4. Construction Drawings	Anticipated	3/1/2017
5. Construction Permits	Anticipated	6/1/2017
6. Historic Review	NA	
7. Traffic/Offsite Improvements	Anticipated	4/16/17

Project Costs - New Construction

Has construction work begun on project?	NO
Do you have an Architect under contract at the time of this application?	NO
Do you have an Construction Manager under contract at the time of this application?	NO
Do you have an General Contractor under contract at the time of this application?	NO

Project Costs - Environmental Investigations and Remediation Costs

Indicate in detail the present use of the project site:
The present use of the project site is surface parking lots.

Describe status of environmental investigation, including any known or suspected environmental problems:
Phase I, Preliminary Assessment, and Phase II-SI/RA/RAW environmental investigations have been completed at the site. Volatile organic compounds ("VOCs") were identified in the groundwater and soil gas. VOCs and polychlorinated biphenyls ("PCBs") were identified in the soil in the area of the project site. The area was identified in previous environmental reports as a former discharge pit associated with the historic RCA facility operations at the site.

Sources of Funds

Sources should include categories such as owner's equity, bank financing, and other government support used to finance the completion of the project. The EDA grant request, if successful, should **not** be considered a project financing source since it will be available over time.

Source Name	Source Amount
Building Owner Equity Attributable to Applicant	$28,977,973
Building Owner Debt Attributable to Applicant	$67,615,269
Total:	$96,593,242

Grant Amount Requested: $96,593,242

Describe how the request was calculated:
The grant amount requested represents the Applicant's pro rata share of the landlord's total cost to construct the building and parking structure, tenant's fit-out expenses and tenant's anticipated costs beyond the landlord's direct costs (see attached project cost sheet).

Desired Grant Term 10

Material Factor

Why is the grant a material factor in the project?
The Applicant will not make the contemplated capital investment in the City of Camden without the requested tax credits.

What are the advantages of the NJ Project location vs. the Alternate location?
The New Jersey project location is favorable because the business was founded in Vineland, New Jersey in 1932 and continues to operate from its three offices in Cherry Hill and Voorhees, New Jersey. The employees that are proposed to be relocated currently work in New Jersey. Additionally, the proposed New Jersey project location will allow the Applicant to invest in the revitalization of Camden.

What diligence has the company performed in regards to Alternate Location?
The Applicant has retained CBRE to identify Class A office space in Philadelphia, with similar amenities available on site or in close proximity that would be available for lease. CBRE identified a building at 1500 Spring Garden Street with 103,941 sf that would be available May 1, 2018. The Landlord has submitted a proposal for the lease of this space, a copy of which is included with the application documents.

Grow New Jersey Program

Location of Corporate headquarters

Address: 1515 Burnt Mill Road

Address Line 2:

City: Cherry Hill

State: NJ

ZIP Code: 08003

County: Camden

Country: US

State of Incorporation: DE

New Jersey Operations

Job Type	Number of Employees	Employment	Relocating to Proposed Site	Current Location of Positions	Employee Type	Number of Hours Per Week	80% of Time at Job Site
Other - See Attached Breakdown by Job Type	31	Retained	YES	Voorhees #1	W-2	40	NO
Other - See Attached Breakdown by Job Type	114	Retained	YES	Voorhees #1	W-2	40	YES
Other - See Attached Breakdown by Job Type	61	Retained	YES	Voorhees #2	W-2	40	YES
Other - See Attached Breakdown by Job Type	268	Retained	NO	Various - New Jersey	W-2	40	NO
Other - See Attached Breakdown by Job Type	27	Retained	YES	Cherry Hill	W-2	40	NO
Other - See Attached Breakdown by Job Type	3	Retained	YES	Vorhees #2	W-2	40	NO
Other - See Attached Breakdown by Job Type	166	Retained	YES	Cherry Hill	W-2	40	YES

	Total: 670						

Does the company provide employee health benefits under a group health plan as defined under section 14 of P.L. 1997, c. 146 (C.17B:27-54), a health benefits plan as defined under section I of P.L. 1992, c.162(C.17B:27A-17), or a policy or contract of health insurance covering more than one person issued pursuant to Article 2 of Title 17B of the New Jersey Statutes?

YES

Number of existing full-time jobs in NJ to be relocated to the proposed site:	341
Are any jobs listed in the application at risk of being located outside of New Jersey:	YES
Date that the jobs at risk would be expected to leave the State:	5/1/2018

Why are the jobs at risk on that date?
The business is expanding and requires additional space. If the credits are not awarded, the business will seek to relocate at a less expensive location outside of New Jersey. NFI has significant operations in Allentown, Pennsylvania and identified office space that will accommodate its needs there at a cost savings.

Number of new full-time jobs to be created at the proposed site:	0
Will all of the new full-time jobs be at the proposed NJ project site at least 80% of the time?	YES
Number of Construction jobs working on this project:	350

List other states New Jersey is in competition with:
Pennsylvania

What is the approximate start date for the project?	4/16/2017
What is the approximate date of completion for the project? (Completion of the project means the date in which the company would expect to file a CPA certification.)	5/31/2019
Date that company commenced operations in New Jersey:	January 1932
Are any of the employees or capital investment referenced in the application currently subject to a BEIP, BRRAG or HUB agreement?	NO
Has the EDA issued any tax-exempt bonds for the company or participated in any other EDA financings?	NO
Total number of full time employees of the applicant in NJ (which includes Affiliates) at the end of applicant's last tax period:	670

Estimated Total Gross Payroll at the project site:	$27,550,616
Average Annual Salary for Eligible Employees:	$75,730
Median Annual Salary for Eligible Employees:	$53,979
I certify that my business is not in default with any other program administered by the State of New Jersey:	YES
Is the project going to generate at least 50% of electricity needs via solar?	NO
Is the project on an industrial premises and will the project be for industrial use?	NO

To what LEED standard will the project be built?
LEED Certified.

Is the project located in a mixed use development that incorporates sufficient moderate income housing to accomodate at least 20% of the full-time employees of the business?	NO
Is the project a marine terminal development?	NO
Is the project a Mega project?	YES
Is the applicant a United States headquarters of an automobile manufacturer, retaining at least 400 jobs, and located in the municipality in which it was located immediately prior to the filing of this application?	NO
Is the project a Qualified Incubator Facility?	NO
Is the project in one of the following Targeted Industries: Transporation, Manufacturing, Defense, Energy, Logistics, Life Sciences, Technology, Health, or Finance, excluding a primarily warehouse or distribution business?	YES

If YES, which one, and provide an explanation how the company fits into the targeted industry.
Transportation and Logistics. NFI provides asset-based and non-asset based transportation solutions utilizing its extensive experience with dedicated trucking, intermodal, drayage, international transportation, and brokerage.

Is the project a Tourism Destination Project?	NO
Is the project a Transit Oriented Development?	YES

Additional Background Information

Businesses applying for eligibility for NJEDA programs are subject to the Authority's Disqualification/Debarment Regulations (the "Regulations"), which are set forth in N.J.A.C. 19:30-2.1, et seq. Applicants are required to answer the following background questions pertaining to the commission of certain actions that can lead to debarment or disqualification from eligibility under the Regulations.

All capitalized terms used in this Questionnaire, except those defined elsewhere herein, shall be defined at the bottom of this form.

Has Applicant, any officers or directors of Applicant, or any Affiliates (collectively, the "Controlled Group") been found guilty, liable or responsible in any Legal Proceeding for any of the following violations or conduct? (Any civil or criminal decisions or verdicts that have been vacated or expunged need not be reported).

1. Commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.	NO
2. Violation of the Federal Organized Crime Control Act of 1970, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury, false swearing, receiving stolen property, obstruction of justice, or any other offense indicating a lack of business integrity or honesty.	NO
3. Violation of the Federal or State antitrust statutes, or of the Federal Anti-Kickback Act (18 U.S.C.874).	NO
4. Violation of any law governing the conduct of elections of the Federal Government, State of New Jersey or of its political subdivision.	NO
5. Violation of the "Law Against Discrimination" (P.L. 1945, c169, N.J.S.A 10:5-1 et seq., as supplemented by P.L. 1975, c127), or of the act banning discrimination in public works employment (N.J.S.A 10:2-1 et seq.) or of the act prohibiting discrimination by industries engaged in defense work in the employment of persons therein (P.L. 1942, c114, N.J.S.A 10:10, et seq.).	NO
6. To the best of your knowledge after reasonable inquiry, violation of any laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages, or child labor.	NO
7. To the best of your knowledge, after reasonable inquiry, violation of any law governing the conduct of occupations or professions of regulated industries.	NO
8. Debarment by any department, agency, or instrumentality of the State or Federal government.	NO

9. Violation of any of the following prohibitions on vendor activities representing a conflict of

interest, or failure to report a solicitation as set forth below:

i. No person shall pay, offer or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A 52:13D-13(b) and (e), with which such person transacts or offers or proposes to transact business, or to any member of the immediate family as defined by N.J.S.A 52:13D-13i, of any such officer or employee, or partnership, firm or corporation with which they are employed, or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A 52:13D-13g.
ii. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee or special Authority officer or employee from any person shall be reported in writing by the person to the Attorney General and the Executive Commission on Ethical Standards.
iii. No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such person to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A 52:13D-13g. Any relationships subject to this subsection shall be reported in writing to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
iv. No person shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her capacity in any manner which might tend to impair the objectivity or independence of judgment of the officer or employee.
v. No person shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the person or any other person.

NO

10. Has any member of the Controlled Group been found guilty, liable or responsible for the violation in any Legal Proceedings of any State, Federal or foreign law that may bear upon a lack of responsibility or moral integrity, or that may provide other compelling reasons for disqualification. (Your responses to the foregoing question should include, but not be limited to, the violation of the following laws, without regard to whether any monetary award, damages, verdict, assessment or penalty has been made against any member of the Controlled Group, except that any violation of any environmental law in category (v) below need not be reported where the monetary award damages, etc. amounted to less than $1 million).

i. Laws banning or prohibiting discrimination or harassment in the workplace on the basis of gender, race, age, religion or handicapped status.
ii. Laws prohibiting or banning any form of forced, slave, or compulsory labor.
iii. Laws protecting workers who have reported the wrongdoing of their employers to governmental authorities, commonly referred to as "Whistleblower Laws".
iv. Securities or tax laws resulting in a finding of fraud or fraudulent conduct.
v. Environmental laws.
vi. Laws banning the possession or sale of, or trafficking in, firearms or drugs.
vii. Laws banning anti-competitive dumping of goods.
viii. Anti-terrorist laws.

ix. Criminal laws involving commission of any felony or indictable offense under State, Federal or foreign law.
x. Laws banning human rights abuses.
xi. Laws banning the trade of goods or services to enemies of the United States.
xii. The New Jersey Conflicts of Interest Law, N.J.S.A 52:13D-1, et seq.

NO

11. To the best of your knowledge, after reasonable inquiry, is any member of the Controlled Group a party to pending Legal Proceedings wherein any of the offenses or violations described in questions 1-10 above are alleged or asserted against such entity or person? NO

If the answer to any of the foregoing questions is affirmative, you must provide the following information as an attachment to the application: (i) the case and court in which such matters were tried or are pending; (ii) the charges or claims adjudicated or alleged; and (iii) a brief explanation of the circumstances giving rise to such matters. Also, for affirmative answers to question 1-10, copies of the final judgments, consent orders or administrative findings, as the case may be, that were entered or made in such matters must be attached.

The terms set forth below shall be defined as follows:

"Affiliates" means persons having an overt or covert relationship such that any one of them directly or indirectly controls or has the power to control another.

"Legal Proceedings" means any State, Federal or foreign civil, criminal or administrative proceeding in a court or administrative tribunal in the United States, any territories thereof or foreign jurisdiction.

The Authority reserves the right to require additional clarifying or explanatory information from the applicant ("Applicant") regarding the answers given. If, at any time prior to board action on this application, or, at any time between the date of such action and the execution of a grant agreement with the Authority, the Applicant should become aware of any facts that materially alter or change such answers, or render any of them incomplete, the Applicant shall have a duty to immediately report such facts to the Authority in writing.

Certification of Application

PLEASE NOTE:

Eligibility of financial assistance by the New Jersey Economic Development Authority is determined by the information presented in this application and the required attachments and schedules. Any changes in the status of the proposed project from the facts presented herein could disqualify the project, including but not limited to, the commencement of construction or the acquisition of assets such as land or equipment. Please contact the staff of the EDA before taking any action which would change the status of the project as reported herein. The EDA's regulations and policies regarding the payment of prevailing wages and affirmative action in the hiring of construction workers require the submission of certain reports and certificates and the inclusion of certain provisions in construction contracts. Please consult with the EDA staff for details concerning these matters.(Forms can be found on our website www.njeda.com/forms)

Only Board Members of the governing board of the particular program for which you are applying, by resolution, may take action to determine project eligibility and to authorize the issuance of funds.

I, THE UNDERSIGNED, BEING DULY SWORN UPON MY OATH SAY:

1. I have received a copy of the "Regulation on Payment of Prevailing Wages" and the "Affirmative Action Regulation" and am prepared to comply with the requirements contained therein.

2. I affirm, represent, and warrant that the applicant has no outstanding obligations to any bank, loan company, corporation, or individual not mentioned in the above application and attachments; that the information contained in this application and in all attachments submitted herewith is to the best of my knowledge true and complete and that the bond/loan applied for herein is not for personal, family, or household purposes.

3. I understand that if such information is willfully false, I am subject to criminal prosecution under N.J.S.A. 2C:28-2 and civil action by the EDA which may at its option terminate its financial assistance.

4. I authorize the New Jersey Department of Law and Public Safety to verify any answer(s) contained herein through a search of its records, or records to which it has access, and to release the results of said research to the EDA.

5. I authorize the EDA to obtain such information including, but not limited to, a credit bureau check as it may require, covering the applicant and/or its principals, stockholders and/or investors.

6. I authorize the EDA to provide information submitted to it by or on behalf of the applicant to any bank or State agency which might participate in the requested financing with the EDA.

☒ I am Authorized Signer and I accept the terms and conditions.

Required Attachments

- Division of Taxation Tax Clearance Certificate required. Certificates may be requested through the State of New Jersey's Premier Business Services (PBS) portal online.
    - Under the Tax & Revenue Center, select Tax Services, then select Business Incentive Tax Clearance.
    - If the applicant's account is in compliance with its tax obligations and no liabilities exist, the Business Incentive Tax Clearance can be printed directly through PBS.

Please note: It is the applicant/client's responsibility to maintain a current and clear tax clearance certificate. If a current and clear certificate is not evidenced to EDA at time of closing, EDA will not proceed with closing.

- The Development Subsidy Job Goals Accountability Act
    - Application Addendum
    - P.L.2007, C.200

- 3 Years of Financial Statements

- Professional Engineer certification for solar claims, if applicable

- Site Map according to Site Map Specifications

- PDF of the on-line mapping tool found at http://njgin.state.nj.us/OIT_BusinessMap2 with applicant's proposed determination of project eligibility and associated report

- CEO Certification

- List all local and/or state financial assistance being utilized in the proposed project including development subsidies being requested or receiving, other state assistance, low interest rate loans, infrastructure improvements, property tax abatements and exemptions, and training grant assistance. Please specify program name, granting body, dollar amounts or value, terms and status of application.

- Material Factor - The provision of a grant from the Grow New Jersey Program must be a 'material factor' in a company's decision to retain/relocate/expand operations in New Jersey.

  A. A full economic analysis of all locations under consideration including such components as, but not limited to the cost effectiveness of remaining in this State versus relocation under alternative plans (e.g. Real Estate listings, Tax or other State/Local financial incentives offered to the applicant and Cost - Benefit Analysis, which may include cost per square foot, real estate tax, tax incentives, training incentives, labor costs, etc.)

  B. All lease agreements, ownership documents, or substantially similar documentation for the business's current in-State locations

  C. All lease agreements, ownership documents, or substantially similar documentation for the potential out-of-state location alternatives, to the extent they exist

  D. A description of the 'at risk' nature of the employees that may be leaving the State. Include how such issues as the following will be addressed: mobility, labor and regulatory requirements as applicable (e.g., is the lease at the current facility expiring, will there be stranded assets if the business leaves; is the business' labor force required to be in the State; is a union contract required; is a license required to operate in the State).

  E. A specific statement on the role the grant will play in the company's decision-making process to relocate in New Jersey

- Provide the names of the Affiliates (as defined below) that are directly or indirectly controlled by the business that will contribute either Full-Time Employees or Capital Investment at the Qualified Business Facility, by completing the attached Affiliates Chart.

Affiliate means an entity that directly or indirectly controls, is under common control with, or is controlled by the business. Control exists in all cases in which the entity is a member of a controlled group of corporations as defined pursuant to section 1563 of the Federal Internal Revenue Code of 1986 (26 U.S.C. Section 1563) or the entity is an organization in a group of organizations under common control as defined pursuant to subsection (b) or (c) of section 414 of the Internal

Revenue Code of 1986 (26 U.S.C. Section 414). A taxpayer may establish by clear and convincing evidence, as determined by the Director of the Division of Taxation in the Department of the Treasury, that control exists in situations involving lesser percentages of ownership than required by the statutes.

- Additional Project Information

  A. Project schedule that identifies projected move dates for each site

  B. An estimate of the projected retained State tax revenues resulting from the relocation, including State corporate business taxes.

  C. A description of the type of contribution the business can make to the long-term growth of the State's economy and a description of the potential impact on the State's economy if jobs are not retained, etc.

  D. A description of any capital investments made or to be made by the business at the new business location. Include estimated construction budget.

- Project Occupant Application (available at www.njeda.com/forms)

- Notice Regarding Affirmative Action/Prevailing Wage, and Green Building Requirements, click here for form.

- Copies of permits (New Building Construction)