

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of October 2017, by and between LANDLORD, Wayne Economic Development Corporation (WEDCO), a Pennsylvania Corporation ("Landlord"), and XXXXXXXXXXX ("Tenant").

WITNESSETH:

In consideration of the covenants set forth in this Lease, to all which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises, being certain office space in the building known as the Stourbridge Project, located at 646 Park Street in the Borough of Honesdale of the County of Wayne in the Commonwealth of Pennsylvania, and identified by Wayne Co. Tax Map Nos. 11-0-0008-0004. The leased area shall comprise of an office cubicle located in Room 2020 ("Space") and shall comprise approximately 50 square feet (calculated based on architectural plans), together with certain common areas and on-premises parking, comprising of 1 parking space (the Building, together with the common areas and parking are the "Demised Premises"). The Demised Premises are part of a two-story building and a floor plan for the said building showing the Space is shown on Exhibit A, attached. Tenant and its employees and invitees are also granted the non-exclusive right to use the parking, service and access areas in common with other tenants in the building.

Tenant will have and hold the Demised Premises together with all appurtenances, rights and, privileges belonging or appertaining to the Demised Premises on a month to month basis commencing on August 15th, 2017, subject to the provisions regarding the commencement date set forth in Paragraph 5.

1. RENT.

- A. Subject to that set out below, and conditional upon the active sub-lease of the Demised Premises, or part thereof, by the Tenant, Tenant shall be obligated to pay to Landlord rent at the rate of: \$100 per month.
- B. The rental amount set out in Section A includes Common Area Maintenance, Internet Connection costs (general building internet), and utilities.
- C. Rent will be paid on or before the first day of each month in advance. Tenant will not be deemed late in making a rent payment unless Landlord does not receive the payment on or before the 10th day of the month. Tenant will incur a late payment charge equal to five percent (5%) of the payment amount per month until such rental amount is paid.

2. COVENANT OF TITLE AND AUTHORITY.

Landlord covenants and warrants that Landlord has full and lawful authority to enter into this Lease for the full term; that the Building is free and clear of all encumbrances that could adversely affect the Tenant's rights under this Lease and is free and clear of all mortgages and liens. The Demised Premises will comply with all health, safety and environmental laws, ordinances and regulations and building codes; that there are no laws, ordinances, government requirements or regulations, title restrictions, or zoning or other matters that will restrict Tenant's rights under this Lease or limit or prevent the Demised Premises from being used as set forth in Section 4 below.

3. USE OF PREMISES.

Landlord agrees that the Demised Premises be used for low hazard activities being office space, software development, Internet applications, technology, back office operations, film, video, television, audio, company start-up, business acceleration, and multimedia production, and data entry. Other activities will be considered based on agreement of the Landlord and Tenant on a case-by-case basis.

4. DELIVERY TO TENANT AND COMMENCEMENT OF TERM AND RENT.

Landlord understands that the timely delivery of the space is important to the Tenant. Accordingly, Landlord agrees to diligently complete preparation of the Demised Premises to the Tenant by the date of entry into this Lease ("Delivery Date").

5. ALTERATIONS.

- A. Tenant will have the right, after the date of this Lease, to make, at its own expense, any changes, fit out requirements, improvements, alterations and additions to the Demised Premises that the Tenant desires, except that Tenant will not make any structural alterations, additions or improvements without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. Any alterations, additions and improvements made by Tenant will be done in a good and workmanlike manner and in accordance with applicable code requirements, ordinances, government regulations and restrictions for maintaining the building ("Proper Manner"). If Tenant does make structural changes, improvements or additions to the premises with the consent of the Landlord, those changes and additions made by the Tenant shall remain the property of the Landlord upon the expiration or earlier termination of this Lease Agreement, without any possibility of a claim of enrichment against Landlord by Tenant.
- B. Landlord shall not be responsible for making, but may in its sole discretion elect to make, improvements to any part of the Demised Premises.
- C. Any contractors and sub-contractors hired by Tenant shall be insured with insurance coverage of not less than \$1,000,000 per occurrence primary, \$2,000,000 annual aggregate specific to Landlord's location provided by financially responsible insurers that are duly authorized to do business in the state where the Demised Premises are located, with Landlord named as an "Additional Insured". The

insurance company shall provide certification that the aggregate limits have not been impaired. Furthermore, any such contractor or sub-contractor shall indemnify and hold Landlord harmless for all operations carried out by such contractor or sub-contractor, save for claims arising out of the sole negligence of Landlord. Landlord shall be entitled to receive a copy of the insurance certification of any such contractor or sub-contractor upon its request.

6. FIXTURES.

Tenant has the right to install on the Demised Premises any fixtures and equipment Tenant desires for the operation of its business. Tenant will on termination of this Lease, and may at any time during the lease term, remove from the Demised Premises all fixtures and equipment that Tenant installed. Tenant will repair any damage to the Demised Premises caused by its removal of such fixtures and equipment.

7. UTILITIES.

A. Utilities shall be limited to sewer, water, natural gas, and electric, hereinafter referred to as (“Utilities”). Utilities are included in the cost set forth in section 1A.

8. DAMAGE AND DESTRUCTION.

If the Demised Premises or the building are damaged or destroyed by fire or other casualty caused solely and directly by the Landlord, then Landlord will promptly, at Landlord's expense, remove all debris and repair, and may, in its sole discretion, restore or rebuild the Demised Premises and building so that they will be substantially the same as they were immediately prior to the damage or destruction. Where Landlord elects to restore or rebuild the Demised Premises, Landlord's obligation will include performing all work necessary to cause the Demised Premises and the building to comply with then currently applicable building and fire codes. Rents and other charges will cease and abate within a reasonable period of at least ten days following the date of the damage or destruction in proportion to the area of the Demised Premises rendered unusable. In the event that rents and other charges cease and abate following such reasonable period, any rent paid in advance by Tenant will be refunded to Tenant. Rents and other charges will begin to re-accrue upon the earlier of (i) the day after Landlord completes the repair, restoration or rebuilding, as the case may be, of the Demised Premises and tenders possession to Tenant, or (ii) the date Tenant reopens in the Demised Premises. If Landlord does not complete the repair, restoration or rebuilding of the Demised Premises within 120 days after the date the damage occurred, then either Party may terminate this Lease.

Notwithstanding the foregoing, if the Demised Premises are so extensively damaged as to require rebuilding, then either Landlord or Tenant may terminate this Lease by giving written notice to the other party.

9. INSURANCE.

A. Property Owner will obtain and keep in force a commercial property insurance policy covering the Demised Premises and all buildings and improvements against loss or damage by perils covered by

“Causes of Loss – Special Form” Insurance (Commercial Property Coverage Form ISO CP 10 30), or its equivalent.

- B. Property Owner will obtain and keep in force a commercial general liability insurance policy with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate insuring Landlord against liability for bodily injury, death and property damage occurring on or involving the common areas (including without limitation or exception, entrance areas, elevator(s), stairs, parking areas, driveways, sidewalks, ramps, curbs, exterior utilities, drains, canopies, and service areas) of the Building. The liability insurance may be provided by a primary policy or a combination of primary and umbrella policies, as determined in its sole discretion.
- C. Tenant shall keep in force commercial property insurance covering Tenant’s personal property in the Demised Premises for its full replacement cost against loss or damage by perils covered by Causes of Loss – Special Form Insurance (Commercial Property Coverage Form ISO CP 10 30) or its equivalent, or Tenant will assume the risk of loss of its personal property caused by such perils. Tenant will obtain and keep in force a commercial general liability insurance policy with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate insuring Tenant against liability for bodily injury, death and property damage with respect to occurrences in the Demised Premises. The liability insurance carried by Tenant may be provided by a primary policy or a combination of primary and excess or umbrella policies, and will be subject to such deductibles or self insured retentions as Tenant elects in its sole discretion. Landlord will be named as an additional insured under Tenant’s liability coverage, and Tenant shall ensure that Landlord will be named as an additional insured under any sub-tenant’s liability coverage, but only for claims against Landlord arising out of the acts or omissions of Tenant or arising out of the manner of Tenant’s use of the Demised Premises. Such endorsement shall be a specific endorsement naming Landlord and not a blanket endorsement.
- D. Landlord’s and Tenant’s insurance policies and coverage must be issued by financially responsible insurers that are duly authorized to do business in the state where the Demised Premises are located. Upon entering into this Lease agreement, and at any time upon Landlord’s written request, Tenant will provide to Landlord a certificate of insurance from each liability insurer. The certificates of insurance will evidence the required coverage, name Landlord as a certificate holder and additional insured and provide that the applicable insurer shall give not less than 30 days’ advance written notice to Landlord prior to the effective date of cancellation or non-renewal of the required insurance.
- E. From and after the date possession of the Demised Premises is delivered to Tenant, and thereafter during the term of this Lease, Tenant will defend, indemnify and save Landlord, its directors, officers, agents, employees, successors, sub lessees or assigns harmless from and against any and all claim, liability, loss, cost or expense (including reasonable attorneys fees and litigation expenses) on account of any injury or death to any third person, or damage to any third person's property, occurring in the

Demised Premises, or by reason of liability imposed by law on upon Tenant arising out of failure to perform its obligations under this Lease, provided that the injury, death, or property damage was not caused solely by the negligent acts or omissions of Landlord. The obligations of Tenant set forth in this Paragraph will survive the expiration or termination of this Lease until they are fully satisfied.

10. MAINTENANCE AND REPAIRS.

Landlord will remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 5 of this Lease provided Tenant notifies Landlord of the defect within 6 months after the rent commencement date. Landlord will maintain the building and keep it in good repair, and Landlord will maintain and repair and replace when necessary all exterior portions of the Demised Premises, including the roof, exterior walls, gutters, downspouts, sidewalks, interior streets, parking areas and all structural portions of the Demised Premises whether interior or exterior, including the elevator and stairwells, HVAC and MEP. Landlord will make all repairs and replacements to any portion of the Demised Premises where the damage or loss is caused by casualties or perils insurable under the insurance that Landlord is required to carry pursuant to Paragraph 9(a). Landlord will also be responsible for making all repairs to the interior of the Demised Premises made necessary by Landlord's failure to maintain the exterior of the Demised Premises, and all repairs to exterior (including under slab) plumbing, and electrical lines. Landlord will keep the parking and access areas (and other exterior areas, if any) maintained, including the removal of snow, ice, trash, weeds and debris, and in a good state of repair and properly lighted.

Tenant will maintain and repair all interior, non-structural portions of the Demised Premises, including cleaning, painting, supplies, and any maintenance as may be required from time to time, except for repairs Landlord is required to make. Tenant shall be responsible for expenses incurred for maintaining security alarm systems installed by Tenant that are specific to the Demised Premises. Provided, however, that Landlord must give prior approval to any alarm systems installed by Tenant.

Notwithstanding the above, Landlord shall not be responsible for repairs or replacements that are the result of the negligent acts or omissions of the Tenant.

11. LANDLORD'S RIGHT TO ENTER.

The tenant acknowledges that this is a shared space and that other tenants and the landlord may enter and share the space without prior notice. It is the responsibility of the Tenant to secure any personal items. Landlord and Landlord's agents shall have the right to enter the demised Premises: (a) at any time, in the case of an emergency; (b) at reasonable times for inspecting the Demised Premises; (c) as necessary pursuant to Paragraphs 9 and 11 of this Lease; and (c) with no prior notice, to show the Demised Premises to any prospective purchaser, lender, or tenant. Tenant shall not be entitled to any abatement of rent or damages because of the reasonable exercise of any such right of entry in accordance with this Paragraph 12.

12. DEFAULT BY LANDLORD.

If Landlord fails to perform any obligation to be performed by Landlord pursuant to this Lease, including any payment that Landlord has agreed to make, and (except in an emergency) Landlord does not cure the failure within 60 days after Tenant gives written notice of the failure to Landlord, then Tenant may, at Tenant's sole discretion, perform the obligation or make the payment as Landlord's agent. The full amount of any reasonable cost and expense incurred or payment made by Tenant, as evidenced by invoices presented to Landlord, will immediately be due and payable by Landlord to Tenant. In the event of an emergency, including (i) any roof leak, (ii) any damage to the building constituting part of the Demised Premises that compromises the security of the Demised Premises or (iii) any event, including action by governmental authorities, that would require Tenant to close its business, Tenant will give such notice to Landlord as is reasonable under the circumstances, including notice by e-mail, fax or telephone. The rights granted in this Paragraph will not release Landlord from any obligation to perform any of the covenants to be performed by Landlord under this Lease and will be in addition to any other rights Tenant may have because of any default by Landlord.

13. SIGN.

Tenant shall be permitted a sign or signs, to be negotiated by the parties as a part of the multi-tenant signage that will be provided both inside and outside the building.

14. EMINENT DOMAIN.

- A. If all the Demised Premises, or any part of the BUILDING, parking, service or access areas are taken by public authorities through the power of eminent domain, such that Tenant's use of the Demised Premises is rendered impossible, then Landlord will have the right to terminate this Lease. If this Lease is terminated, then any unearned rent and security deposits will be refunded to Tenant.

- B. If only a part of the Demised Premises or the parking, service or access areas are taken, then the rent will be reduced in the same proportion that the Demised Premises or parking, service or access areas are reduced. Landlord will, in its sole discretion, restore the Demised Premises or parking, service or access areas, as applicable, to as close to their condition as existed prior to the taking as is feasible. Tenant will have the right to participate in any proceeding pertaining to the taking of the Demised Premises or the parking, service or access areas. Whether Tenant elects to terminate this Lease, Landlord and Tenant will each be entitled to their separate claims based on their respective interests even if the public authority gives a single award for all damages.

15. TENANT'S DEFAULT.

The following will constitute events of default:

- (a) Tenant fails to pay any installment of fixed rent when due and the failure continues for 20 days after Tenant receives written notice of default from Landlord, or Tenant fails to pay any other sums (other than the rental amount) due Landlord under this Lease when due and the failure continues for 30 days after Tenant receives written notice of default from Landlord; or

(b) Tenant fails to perform or observe any other material agreement or condition on its part to be performed or observed, and Tenant fails to commence to cure the default within 30 days after receipt of notice of the default from Landlord or having commenced to cure such default, Tenant fails to diligently pursue the curing of the default thereafter.

Upon the occurrence of an event of default, Landlord may declare the term ended and may elect, in its sole discretion, to either (i) enter into the Demised Premises by due process of law, and expel Tenant and repossess and enjoy the Demised Premises as though this Lease had by its terms expired. If Landlord terminates this Lease pursuant to this Paragraph, then Tenant will peaceably surrender the Demised Premises to Landlord. Provided that Landlord uses reasonable efforts, whether independently or through a third party agent, to lease the Demised Premises for a commercially reasonable rent taking into consideration the condition of the Demised Premises and general market conditions, no termination of this Lease will relieve Tenant from the obligation to pay rent and other charges due under this Lease for the remainder of the then current term as though this Lease had not been terminated for as long as the Demised Premises are vacant and for any deficiency between the rent and other charges due under this Lease for the remainder of the then current term and the rent and other charges due under any new lease if the Demised Premises are re-let. The rent or deficiency in rent, as applicable, and other charges will be paid by Tenant as such obligations would have become due under this Lease in monthly or other periodic installments.

16. SURRENDER OF POSSESSION.

Upon the termination of this Lease, Tenant shall surrender the Demised Premises broom clean and in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted. If the Tenant fails to surrender the Demised Premises in accordance with this Paragraph 15, Tenant shall bear a cost equal to 10% of the monthly fee per day.

17. WAIVER.

Tenant hereby releases all claims and waives all rights of recovery which arise or may arise against the Landlord, its directors, officers, agents, employees, successors, sub lessees or assigns, during the term of this Lease or any extension or renewal thereof for any and all loss or damage to any of Landlord's property located within or upon or constituting part of the facilities, to the extent that the loss or damage is recovered under an insurance policy or policies and only to the extent that such policy or policies contain provisions permitting such release and waiver of claims. However, nothing contained in this Paragraph will affect Landlord's obligation to repair or rebuild the Demised Premises as otherwise stated in this Lease. All policies insuring the property of Tenant will contain a provision or endorsement by which the insurer waives all rights of subrogation against Landlord to this Lease and its directors, officers, agents, employees, successors, sub lessees and assigns.

18. HOLDING OVER.

If Tenant remains in possession of the Demised Premises after the expiration of the term of this Lease, all the provisions of this Lease that are applicable during the final year of the lease term will continue to apply, except that Landlord and Tenant will each have the right to terminate this Lease by giving written notice of termination. The

effective date of termination will be 60 days after the termination notice is received by Landlord. Tenant will be in default if Tenant fails to vacate and surrender the Demised Premises to Landlord by the end of the 60th day after receiving Landlord's notice of termination.

19. OPTION TO RENEW LEASE.

This Lease will be automatically renewed, at the option of Landlord, monthly, unless the landlord receives notification from the tenant that they wish to terminate the lease per paragraph 20. All the terms, covenants and conditions of this Lease will apply.

20. TERMINATION.

The Landlord and Tenant may mutually agree to terminate this Lease agreement with 30 days' notice.

21. NOTICES.

Any notice from Tenant to Landlord or Landlord to Tenant will not be effective unless it is set forth in writing. Unless otherwise stated, notices will be deemed to have been given when addressed as set forth below and (i) deposited in the United States mail sent via Certified Mail, Return Receipt Requested and any notice sent in this manner will be deemed given even if the party to whom the notice is sent refuses to accept delivery, or (ii) sent by commercial national delivery service capable of providing written proof of delivery.

As to Landlord: Wayne Economic Development Corporation
32 Commercial Street Suite 1
Honesdale, PA 18431

As to Tenant: XXXXXX
XXXXXXXXX
Honesdale, PA 18431

Either Landlord or Tenant may change its notice address by giving notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made payable to Landlord and will be mailed to Landlord at the address designated above. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the Demised Premises.

22. QUIET ENJOYMENT.

Landlord covenants and warrants that Tenant will have and enjoy during the term of this Lease the quiet and undisturbed possession of the Demised Premises together with all appurtenances appertaining thereto. Rents and

other charges due under this Lease will abate during any period Tenant is deprived of the use of the Demised Premises, save where this is due to the negligent acts or omissions of the Tenant or any sub-tenant.

23. GOVERNMENT FUNDING.

If public funding is brought into the project to improve the building and/or the grounds, Landlord understands that certain legal requirements and funding conditions may need to be met, however, before any such funding is accepted for any building or grounds improvement, the conditions under which the funding is accepted will be discussed and a mutual decision to accept or deny the funding will be reached between the parties.

24. COMPLIANCE WITH LAWS.

Landlord warrants that Landlord has made an investigation of the Building property sufficient to comply with all applicable environmental laws and to satisfy Landlord that the property is free of contamination from any hazardous or toxic substances. Landlord will defend, indemnify and hold Tenant harmless from any claims, losses or damages resulting from any contamination of the Building property where these have been solely and directly caused by Landlord. Landlord will, at Landlord's sole expense, comply with all requirements of all municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the Building, including without limitation laws and regulations pertaining to disabled persons, radon, hazardous substances and sprinkler systems including maintenance and monitoring of such systems.

From and after the date Tenant accepts possession of the Demised Premises, Tenant will, at Tenant's sole expense, comply with all of the requirements of all municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the manner in which Tenant operates its business in the Demised Premises, including Tenant's handling, storage, transportation, use and disposal of toxic, hazardous or flammable materials and Tenant shall ensure that any sub-tenant, as the case may be, shall so act.

25. PARAGRAPH HEADINGS; ETC.

The numbered sections of this Lease are referred to as Paragraphs, and the phrase "this Paragraph" means the entire numbered Paragraph and not just a grammatical paragraph contained within a numbered Paragraph. The Paragraph headings throughout this Lease are for convenience and reference only, and will in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease. If any provision of this Lease is held to be invalid or unenforceable, then the remainder of this Lease will not be affected, and all other provisions will be valid and enforceable to the full extent permitted by law. If any words are stricken from this Lease, whether the words are preprinted, typewritten or handwritten, then no inferences will be drawn as to the parties' intent in striking the deleted words, and this Lease and the parties' intent will be interpreted as if the stricken words had never appeared. This Lease is a negotiated agreement in which Landlord and Tenant have had equal power in determining its terms, and Landlord and Tenant agree that any rule of construction that a document is to be construed against the party who prepared it will not be applied. The term "lease year" means the calendar year. Any paper, writing or drawing that is designated as an exhibit to this Lease, whether physically attached, is a part of this Lease.

26. CONFIDENTIALITY OF LEASE TERMS.

Landlord and Tenant agree that all terms of this Lease are confidential and will not be divulged by either party without the written consent of the other.

27. NON-WAIVER.

No waiver of any agreement, condition or covenant will be valid unless it is set forth in writing signed by the party to be bound by the waiver, nor will the waiver of a breach of any agreement, condition or covenant be claimed or pleaded to excuse a subsequent breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

28. ATTORNEYS' FEES.

In the event of litigation between Landlord and Tenant, the prevailing party will be entitled to recover from the losing party reasonable attorneys' fees and reasonable out-of-pocket litigation expenses and court costs all as awarded by the Court. A party who is awarded a money judgment will be considered the losing party if the amount awarded is less than the last written offer of payment or settlement made by the other party prior to or within 30 days after suit is filed. In addition, the Court may decide that there is no true prevailing party and that neither party is entitled to its attorneys' fees or litigation expenses.

29. JURISDICTION.

This Lease will be construed and enforceable in accordance with the laws of the Commonwealth of Pennsylvania. Any lawsuit brought by Landlord or Tenant against the other must be filed in the Court of Common Pleas for Wayne County, Pennsylvania.

30. ESTOPPEL LETTERS.

Landlord and Tenant agree, from time to time at reasonable intervals, within 30 days after written request by the other party, to execute and deliver to the other party a statement certifying that this Lease is in full force and effect and that this Lease has not been assigned, modified, supplemented or amended, and that Tenant is in possession of the Demised Premises, and that to the best knowledge of the certifying party, the other party is not in default, or properly stating the facts if any of such certifications would not be factual, and stating the date through which rent has been paid, the expiration date of the then current term and the number of remaining extensions of the term available to Tenant under this Lease.

31. TAXPAYER IDENTIFICATION INFORMATION.

The Internal Revenue Service ("IRS") requires Tenant to provide a name and Taxpayer Identification Number ("TIN") for each person or entity to whom Tenant makes payments. In order for Tenant to comply with this requirement, Landlord agrees that within 30 days after the date of this Lease, Landlord will provide to Tenant a completed W-9 Form with Landlord's TIN and the name that corresponds with the number. Further, if Landlord's TIN and corresponding name change at any time during the term of this Lease, then Landlord will provide an updated W-9 form to Tenant.

32. FORCE MAJEURE.

If either Landlord or Tenant is delayed or hindered in or prevented from performing any act it is required to perform under the terms of this Lease by reason of strikes, lock-outs, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason beyond the control of the party delayed, then the performance of the act will be excused for the period of the delay, and any time limit imposed by this Lease for the performance of the act will be extended for a period equivalent to the delay.

Notwithstanding the foregoing, (a) if the other party desires to perform the act required of the delayed party and can do so, then that party will have the right to perform the act and recover the reasonable costs from the delayed party; (b) in no event will the time period for Landlord's delivery of the Demised Premises to Tenant pursuant to Paragraphs 4, 5 or 8 be extended pursuant to this Paragraph by more than 60 days.

33. ENTIRE AGREEMENT; BINDING ON SUCCESSORS.

This Lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged into this Lease. This Lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant. All covenants and agreements of this Lease will extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both Landlord and Tenant.

36. COUNTER-PARTS.

This Lease may be signed in counter-parts. When all signatures are attached (whether by original signatures or faxed copies), this document will constitute fully executed original.

37. ASSIGNMENT.

The Tenant may not assign or transfer its rights under this Lease agreement without the prior written consent of the Landlord. Landlord shall not unreasonably withhold consent to an assignment or transfer of Tenant's rights under this Lease.

38. MODIFICATIONS TO DOCUMENT.

Any additions or modifications to this Lease agreement shall require written approval by the Parties.

Landlord and Tenant have caused this Lease to be duly signed and sealed.

LANDLORD – Wayne Economic Development Corporation

Witnesses:

By: _____

TENANT – XXXXX

By: _____