SIXTH AMENDMENT TO LEASE

This SIXTH AMENDMENT TO LEASE (this "Amendment") dated, for reference purposes only, as of \_\_\_\_\_\_, is by and between ("Landlord"), and COLDWELL BANKER REAL ESTATE SERVICES LLC ("Tenant"). Landlord and Tenant are collectively referred to herein as the "Parties".

## RECITALS:

- A. Landlord and Tenant entered into that certain Lease dated February 1, 1991 (the "Original Lease"), as amended by that certain (i) Amendment No. 1 dated May 12, 1999, (ii) Amendment No.2 dated April 11, 2001, (iii) Third Amendment dated October 3, 2008, (iv) Fourth Amendment to Lease dated March 15, 2012 and (v) Fifth Amendment to Lease dated December 18, 2015, (the Original Lease, as so amended, collectively referred to as the "Lease"), whereby Landlord leases to Tenant and Tenant leases from Landlord approximately 3,743 rentable square feet of space (the "Premises"), which Premises is located in that certain building located at 2051 Highway 35, Wall Township, New Jersey 07719 (the "Building").
- B. The Parties desire to enter into this Amendment for the purpose of (i) extending the Lease Term, and (ii) otherwise amending the Lease, all on the terms and conditions set forth in this Amendment.

## AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Capitalized Terms</u>. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Lease unless expressly provided otherwise in this Amendment.
- 2. Extension of Lease Term. The Parties hereby agree and acknowledge that pursuant to the provisions set forth in the Lease, the Term of the Lease is currently scheduled to expire on April 30, 2019. Landlord and Tenant hereby agree to extend the Term for a period of five (5) years, commencing on May 1, 2019 and continuing through and including April 30, 2024 (such period being referred to herein as the "Extension Term"), on the terms and conditions set forth under the Lease, as amended hereby, unless sooner terminated as provided in the Lease, as amended.
- 3. <u>Base Rent</u>. Commencing on <u>May 1, 2019</u>, and continuing throughout the Extension Term, Tenant shall pay to Landlord Base Rent in the amount of \$87,062.18 per year, which amount shall be payable in equal monthly installments of \$7,255.18.
- 4. Right to Terminate. Tenant is hereby granted the one-time (1x) right to terminate the lease effective April 30, 2022 upon at least nine (9) months prior written notice to Landlord and payment of a termination fee \$21,765.54 on or before the termination date.