



## UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor  
Rahway, New Jersey, 07065  
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(732) 382-9400 (732) 382-5862 fax

Resolution No. 44-2015

Date: June 3, 2015

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
APPROVING A LEASE AGREEMENT BETWEEN THE UNION COUNTY  
IMPROVEMENT AUTHORITY AS LANDLORD AND JFK HEALTH AS  
TENANT.**

**APPROVED AS TO FORM:**

Lisa M. da Silva, RMC  
Clerk of the Authority

**APPROVED AS TO SUFFICIENCY OF FUNDS**

[ ] YES [ ] NO [☒] NONE REQUIRED  
UNION COUNTY IMPROVEMENT AUTHORITY

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	✓		✓				
<i>D'Elia</i>		✓					
<i>Hines</i>	✓		✓				✓
<i>Hockaday</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓				
<i>Tomko, Treasurer</i>	✓		✓				
<i>Vollero</i>	✓		✓				
<i>Rountree, Vice Chair</i>	✓		✓			✓	
<i>Scutari, Chairman</i>	✓		✓				

Resolution No. 44-2015

Date: June 3, 2015

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY APPROVING A LEASE AGREEMENT BETWEEN THE  
UNION COUNTY IMPROVEMENT AUTHORITY AS LANDLORD AND  
JFK HEALTH AS TENANT.**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

**WHEREAS**, the Authority entered into a Management Services Agreement with the County of Union on March 1, 2003 for the management of certain office space and parking facilities on behalf of the County at the Park-Madison Building in Plainfield; and

**WHEREAS**, pursuant to the Management Services Agreement, the UCIA is authorized to lease and sublease portions of the Park-Madison Building; and

**WHEREAS**, the Authority now wishes to approve a Lease Agreement between the Authority as landlord and JFK Health as tenant for approximately 1,889 square feet on the first floor of the Park-Madison Building in Plainfield.

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Improvement Authority that the Executive Director is hereby authorized to approve the Lease Agreement between the Authority as landlord and JFK Health as tenant, in substantially the same form as attached hereto, subject to final review by General Counsel of the Authority.

**DRAFT**

**AGREEMENT OF LEASE**  
**BETWEEN**  
**UNION COUNTY IMPROVEMENT AUTHORITY**  
**AS LANDLORD**  
**AND**  
**JFK HEALTH**  
**AS TENANT**

**Dated: As of June 2, 2015**

**Demised Premises:**  
**Unit \_\_\_\_\_**  
**200 W. 2<sup>nd</sup> Street**  
**Plainfield, New Jersey 07060**

AGREEMENT OF LEASE (this "Lease") made as of this 2<sup>nd</sup> day of June, 2015 between the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey, having an address 1499 Routes 1 and 9 North, Rahway, New Jersey 07201 (hereinafter referred to as "Landlord"), and JFK Health, having an address at 80 James Street, Edison, New Jersey 08820 (hereinafter referred to as "Tenant"). The terms Landlord and Tenant shall refer to each Landlord and Tenant named above. Together the Landlord and Tenant are referred to as the Parties.

## WITNESSETH

Landlord hereby Leases and Tenant hereby rents from Landlord approximately One Thousand Eight Hundred and Eighty-Nine (1,889) rentable square feet, located on the first floor, as more particularly described as Unit \_\_\_\_ on the attached plan annexed hereto as Schedule A (the "Demised Premises" or "Property"), in the building known as Park Madison Building (the "Building"), 200 W. 2<sup>nd</sup> Street, Plainfield, New Jersey 07060 (the Building and the land on which it is located (the "Land") being hereinafter referred to as (the "Property"), for a term (the "Term") commencing on the "Commencement Date" and ending on the "Expiration Date" unless the Term shall sooner cease and terminate as hereinafter provided. The parties hereby covenant and agree as follows:

### 1. Parties

Tenant: JFK Health, 80 James Street, Edison, New Jersey 08820.

Landlord: Union County Improvement Authority, 1499 Routes 1 and 9 North, Rahway, New Jersey 07201.

### 2. Leased Property.

The property leased by the Tenant from the Landlord in accordance with this Lease is: Approximately One Thousand Eight Hundred and Eighty-Nine (1,889) rentable square feet, located on the first floor, as more particularly described as Unit \_\_\_\_ on the attached plan annexed hereto as Schedule A (the "Demised Premises"), in the building known as Park Madison Building (the "Building"), 200 W. 2<sup>nd</sup> Street, Plainfield, New Jersey 07060 (the Building and the land on which it is located (the "Land") being hereinafter referred to as (the "Property" or the "Demised Premises").

### 3. Term of Lease.

- a) Landlord hereby Leases and Tenant hereby rents from Landlord the Demised Premises for a term (the "Term") commencing on the "Commencement Date" and ending on the "Expiration Date" unless the Term shall sooner cease and terminate as hereinafter provided.
- b) The "Commencement Date" of the Term shall be the date this Lease is signed by all parties currently anticipated to be July 1, 2015.

- c) The "Expiration Date" of the Term shall be the last day of the month in which occurs the date which is 2 years, 0 months immediately following the Commencement Date.
- d) So long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein to be performed by Tenant, Tenant shall have the option to renew this Lease for one (1) additional term of two (2) years. In order to exercise the option(s), Tenant must provide written notice to Landlord at least Two Hundred Seventy (180) days prior to the Expiration Date.

#### **4. Rent Payments.**

- a) Tenant covenants and agrees to pay to Landlord a fixed annual rent (the "Fixed Annual Rent") of \$43,447.00, or \$3,620.58 per month based upon the annual rate of the base rent ("Base Rent") of Fifteen and 00/100 dollars (\$15.00) per square foot, and a Common Area Maintenance (CAM) annual rate of Eight and 00/100 dollars (\$8.00) per square foot. Equal monthly installments of Fixed Annual Rent shall be paid in advance on the first day of each calendar month during the Term, at the office of Landlord or such other place as Landlord may designate, without any setoff or deduction whatsoever, except such deductions as are specifically referred to in this Lease. The first full month's installment of Fixed Annual Rent, shall be paid upon the Commencement Date. Should the Commencement Date fall on any day other than the first day of a month, then the Fixed Annual Rent for such month shall be prorated on a per diem basis, based upon a 30-day month, and Tenant agrees to pay the amount thereof for such partial month on the Commencement Date.
- b) In the event Tenant exercises its renewal option, the Fixed Annual Rent during the option term shall remain \$43,447.00 for the first option term, or \$3,620.58 per month based upon the annual rate of Fifteen and 00/100 dollars (\$15.00) per square foot, and a Common Area Maintenance (CAM) annual rate of Eight and 00/100 dollars (\$8.00) per square foot.
- c) Tenant shall pay the Fixed Annual Rent and all Additional Rent payable hereunder promptly when due without notice or demand thereof and without any abatement, deduction or setoff for any reason whatsoever, except as may be expressly provided in this Lease, in lawful money of the United States by check (subject to collection) drawn to Landlord's order on a bank which is a member of the New York Clearinghouse Association or a successor thereto. All sums, other than Fixed Annual Rent, payable by Tenant hereunder shall be deemed Additional Rent and shall be payable on demand unless other payment dates are hereinafter provided. Landlord shall have the same rights and remedies (including, without limitation, the right to commence a summary proceeding) for a default in the payment of Additional Rent as for a default in the payment of Fixed Annual Rent notwithstanding the fact that Tenant may not then also be in default in the payment of Fixed Annual Rent.

- d) If Tenant shall fail to pay when due any installment of Fixed Annual Rent or any installment of Tenant's Tax Payment or any other payment of Additional Rent and any such failure shall continue for five (5) Business Days, then Tenant shall pay Landlord upon demand, as Additional Rent, a late charge equal to ten (10%) percent of such installment or payment as an agreed liquidated amount as compensation for Landlord's additional administrative expenses relating to such late payment.
- e) If Tenant shall fail to pay any installment of Fixed Annual Rent [or any installment of Tenant's Tax Payment] or any other payment of Additional Rent when due and such failure shall continue beyond the five (5) Business Day period specified in (a) above, interest on such amounts at the Interest Rate from the date when such installment or payment shall have become due to the date the same is paid to Landlord shall be paid by Tenant, and such interest shall be deemed Additional Rent.

#### **4.1. Adjustments of Rent**

- a) For purposes hereof, the following definitions shall apply:
- b) The term "Operating Year" shall mean each period of twelve months which includes any part of the Term which now or hereafter is or may be used by Landlord for its accounting purposes.
- c) The term "Taxes" shall mean (i) all real estate taxes, or payments in lieu of taxes, assessments (special or otherwise), sewer and water rents, governmental levies, municipal taxes, county taxes or any other governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which are or may be assessed, levied or imposed upon all or any part of the Property and the sidewalks, plazas or streets adjacent thereto, including any tax, excise or fee measured by or payable with respect to any rent and levied against Landlord and/or the Property under the laws of the United States, the City of Plainfield, County of Union, State of New Jersey, or any political subdivision thereof, and (ii) any expenses incurred by Landlord, including payments to attorneys, accountants and appraisers. If due to a future change in the method of taxation or in the taxing authority, a new or additional real estate tax, or a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord, and/or the Property, in addition to, or in substitution in whole or in part for any tax which would constitute "Taxes", or in lieu of additional Taxes, such tax or imposition shall be deemed for the purposes hereof to be included within the term "Taxes."
- d) The term "Tenant's Share" shall mean \_\_\_\_\_ percent (\_\_\_\_%).
- e) The term "Expense Statement" shall mean a statement setting forth the amount payable by Tenant for a specified Operating Year.

- f) Tenant shall pay to Landlord as Additional Rent for each Operating Year a sum equal to Tenant's Share of the Taxes for such Operating Year (hereinafter referred to as "Tenant's Tax Payment"). Landlord shall furnish the Tenant an annual Expense Statement (subject to revision as hereinafter provided) for each Operating Year setting forth Tenant's Tax Payment for such Operating Year. Tenant's Tax Payment shall be due and payable in two (2) equal semi-annual installments in advance on the first day of each February and August of each calendar year. If an annual Expense Statement is furnished to the Tenant after the commencement of the Operating Year to which it relates, then (a) until such Expense Statement is rendered, Tenant shall pay Tenant's Tax Payment for such Operating Year based upon the last Expense Statement rendered to Tenant with respect to Taxes and (b) Tenant shall, within ten (10) days after such annual Expense Statement is furnished to Tenant, pay to Landlord an amount equal to any underpayment of Tenant's Tax Payment theretofore paid by Tenant for such Operating Year and, in the event of an overpayment by Tenant, Landlord shall permit Tenant to credit against subsequent payments (or, if no further subsequent payments shall be due in respect of the Term, against other rent) the amount of such overpayment. If there shall be any changes in Taxes for any Operating Year, whether during or after such Operating Year, Landlord shall furnish a revised Expense Statement for such Operating Year to Tenant, and Tenant's Tax Payment for such Operating Year shall be adjusted and paid or credited, as appropriate, in the same manner as provided in the preceding sentence. If during the Term, Taxes are required to be paid (either to the appropriate taxing authorities or as tax escrow payments to a superior mortgagee or ground lessor) in full or in monthly, quarterly, or other installments, on any other date or dates than as presently required, then at Landlord's option, Tenant's Tax Payments shall be correspondingly accelerated or revised so that said Tenant's Tax Payments are due at least thirty (30) days prior to the date payments are due to the taxing authorities or the superior mortgagee or ground lessor.

## **5. Permitted Use**

The Leased Property may be used and occupied only and for no other purpose than healthcare services. The Tenant will not, nor will the Tenant allow others to occupy or use the Leased Property or any part thereof for any other purposes than those set forth above. Likewise the Tenant will not, nor will the Tenant allow others to use the Leased Property for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

## **6. Security.**

Tenant has deposited with Landlord a Security Deposit in the amount of \$ 0 as security for the performance by Tenant of Tenant's obligations under this Lease. If Tenant defaults in the performance of any of its obligations under this Lease, including, without limitation, the payment of Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or any other sums as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's

default in respect of any of Tenant's obligations under this Lease. If Landlord shall so use, apply or retain the whole or any part of the Security Deposit, Tenant shall upon demand immediately deposit with Landlord a sum equal to the amount so used, applied and retained, as security as aforesaid. If Tenant shall perform all of Tenant's obligations under this Lease, the Security Deposit or any balance thereof to which Tenant is entitled shall be returned to Tenant without interest, within 30 days after the date on which this Lease shall expire or sooner end or terminate, and after delivery to Landlord of entire possession of the Demised Premises. Tenant shall not assign or encumber the Security Deposit. Landlord may transfer the Security Deposit to a buyer of the Leased Property and Tenant shall look solely to said new Landlord for the return thereof. The Landlord may commingle the Security Deposit with other funds belonging to the Landlord.

#### **7. Quiet Enjoyment.**

So long as Tenant pays all of the Rent and performs all of Tenant's other obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Leased Property without hindrance, ejection or molestation by Landlord or any person lawfully claiming through or under Landlord, subject, nevertheless, to the provisions of this Lease.

#### **8. Reimbursement of Landlord.**

The Landlord may carry out and perform the Tenant's obligations under this lease if the Tenant fails or refuses to do so. The Landlord may then demand and be entitled to be reimbursed by the Tenant on the demand of the Landlord.

#### **9. Liability Insurance.**

- a) The Tenant will obtain, pay for and provide and keep in full force for the benefit of the Landlord, during the term of this lease and any extensions thereof, commercial general liability insurance, including but not limited to completed operations coverage, products liability coverage, contractual coverage, broad form property damage, independent contractor's coverage and personal injury coverage naming Landlord and Tenant as additional insureds, with coverage of not less than two million (\$ 2,000,000 ) Dollars combined single limit coverage.
- b) Tenant will also obtain Employer's/Workers' Compensation liability coverage including bodily injury caused by disease with limits of not less than                                      (\$                      ) Dollars per employee.
- c) Such insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, no later than five days prior to the beginning of the term of this lease or of such earlier date on which the Tenant enters in possession, whichever occurs first. Renewal policies will likewise be provided at least five days prior to the expiration or termination date of any such policy.

#### **10. Compliance with Laws, etc.**

The Tenant shall comply with all Legal Requirements which shall, in respect of the Leased Property or the use and occupation thereof, impose any violation, order or duty on Landlord or Tenant; and Tenant shall pay all the costs, expenses, fines, penalties and damages which may be imposed upon Landlord because of Tenant's failure to comply with the provisions of this Section. The use and occupancy of the Leased Property by the Tenant must be in full compliance with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Leased Property. The Tenant agrees to comply at the Tenant's own cost and expense with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Leased Property and its contents, for the prevention of fire or other casualty, damage or injury.

#### **11. Care of the Leased Property.**

The Tenant has examined the Leased Property and is satisfied with its present physical condition. The Tenant has entered into this Lease without relying on any representation on the part of the Landlord as to the condition of the Leased Property. The Tenant agrees to take good care of the Leased Property and to maintain the Leased Property in good condition and state of repair, make all repairs, including painting, decorating, at the Tenant's own cost and expense. The Tenant also agrees that at the end of the term the Tenant will return the Leased Property to the Landlord in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted.

#### **12. Alterations and Improvements.**

The Tenant must have the prior written permission of the Landlord before making any alterations, additions or improvements to the Leased Property. Written permission would also be required before the Tenant would be permitted to install or attach to the Leased Property any climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures. If allowed, all such alterations, etc., when made, installed in or attached to the Leased Property, will belong to and become the property of the Landlord. Such property would be surrendered with the Leased Property upon the expiration or sooner termination of this Lease, unless otherwise agreed.

#### **13. Inspection and Repair.**

- a) The Tenant hereby agrees and consents to the Landlord and the Landlord's agents, employees or other representatives, exercising their right to enter into and upon the Leased Property or any part thereof, at all reasonable hours, on reasonable prior notice (if practical), for the purpose of examining the Leased Property or making such repairs or alterations therein as may be necessary for the safety and preservation of the Leased Property. However, right of the Landlord to protect and preserve the Leased Property does not obligate the Landlord to make such inspection or repairs.

- b) Tenant shall, at its sole cost and expense, keep the demised premises in good working order and condition and Tenant shall be responsible for all repair and maintenance required thereof . All damage or injury to the Demised Premises and to its fixtures, appurtenances and equipment caused by Tenant moving property in or out of the Building or by installation or removal of furniture, fixtures or other property, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense, which repairs, restorations and replacements shall be in quality and class equal to the original work or installations. Any repairs in and to the Building and the facilities and systems thereof for which Tenant is responsible shall be performed by Tenant at Tenant's expense. If Tenant fails to make such repairs, restoration or replacements within a reasonable period of time, same may be made by Landlord at the expense of Tenant and such expense shall be collectible as Additional Rent and shall be paid by Tenant within thirty (30) days after rendition of a bill thereof.
- c) Landlord shall be responsible for the repair and maintenance of the base-Building mechanical, electrical, life safety, HVAC and plumbing systems to the point where each such base-Building system's main distribution duct, riser, panel or other connecting conduit, respectively, meets the corresponding network, lines or distribution system within and serving the Demised Premises. The roof, exterior walls of the Building, the portions of any window sills outside the windows and the windows are not part of the premises demised by this Lease and Landlord reserves all rights to such parts of the Building and, unless same is the responsibility of Tenant pursuant to any provision of this Lease, Landlord shall maintain same in good order and condition to the extent same affect Tenant's use or enjoyment of the Demised Premises.
- d) Tenant shall not place a load upon any floor of the Demised Premises exceeding the floor load per square foot area which such floor was designed to carry and which is allowed by law.
- e) Business machines and mechanical equipment used by Tenant which cause vibration, noise, cold or heat that may be transmitted to the Building structure or to any Leased space to such a degree as to be objectionable to Landlord or to any other Tenant in the Building shall be placed and maintained by Tenant at its expense in settings of cork, rubber or spring type vibration eliminators sufficient to absorb and prevent such vibration or noise, or prevent transmission of such cold or heat. The parties hereto recognize that the operation of elevators, air conditioning and heating equipment will cause some vibration, noise, heat or cold which may be transmitted to other parts of the Building and Demised Premises. Landlord shall be under no obligation to endeavor to reduce such vibration, noise, heat or cold beyond what is customary in current good building practice for buildings of the same type as the Building.
- f) Except as otherwise specifically provided in this Lease, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason

of inconvenience, annoyance or injury to business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the Building or the Demised Premises or in or to fixtures, appurtenances or equipment thereof. Landlord shall exercise reasonable diligence so as to minimize any interference with Tenant's business operations, but shall not be required to perform the same on an overtime or premium pay basis.

#### **14. Landlord's Right to Exhibit.**

- a) Tenant hereby agrees and consents to the Landlord and the Landlord's agents, employees or other representatives, exercising their right to enter into and upon the Leased Property or any part thereof, at all reasonable hours, on reasonable prior notice (if practical), for the purpose of showing the Leased Property to persons wishing to rent, purchase or place mortgages on the Leased Property. The Tenant agrees that the Landlord will have the right to place notices on the front of the Leased Property or any part thereof, offering the Leased Property for rent if the lease of the Tenant has less than three (3) months left before its expiration and the Tenant has not exercised any rights it may have to continue renting the Leased Property. The Tenant also agrees that the Landlord will have the right to place notices on the front of the Leased Property or any part thereof, offering the Leased Property for sale. In either case (rental or sale) the Tenant will permit the signs to remain on the Leased Property without hindrance or molestation.
- b) The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the property to prospective lenders of the Landlord.

#### **15. Signs.**

No signs may be placed upon, in or about the Leased Property, except as may be consented to by the Landlord in writing. It shall be the responsibility of the Tenant to see to it that any signs will conform with all municipal ordinances or other laws and regulations applicable thereto.

#### **16. Utilities and Electricity.**

- a) The Tenant must pay for water, electricity and any other utilities used by the Tenant. If not paid, such rents or charges will be added to and become payable as additional rent and payable upon demand but in no event later than the next installment of rent.
- b) Tenant's use of electric energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert any possible adverse effect on the building's electric service and/or distribution system, Tenant shall not, from and after the date the Term of this Lease shall commence, without Landlord's prior consent in each instance, connect any fixtures, appliances or equipment, or make any material alteration or addition, to the electric system of the Demised Premises or the Building (other than portable office, telecommunications and banking equipment). If Landlord shall give such

consent, all additional risers or other equipment required thereof shall be furnished and installed by Landlord and the cost thereof shall be paid by Tenant to Landlord on demand.

- c) Tenant's electrical service shall be sub-metered. HVAC charges shall be calculated predicated upon a proportionate share basis, and the Tenant shall be billed accordingly.
- d) To the extent permitted by applicable law, Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric energy furnished to the Demised Premises by reason of any requirement, act or omission of the public utility providing the Building with electricity or for any other reason whatsoever.

#### **17. Assignment.**

The Tenant may not assign, sublet, or sublease the Leased Property or any part thereof, without the written consent of the Landlord. If the Tenant requests an assignment or sublease the Tenant agrees to pay the Landlord in connection with any such proposed assignment or sublease, a fee of \$ 500 in connection with the review by the Landlord of such a proposal whether or not it is approved by the Landlord. Such fee shall be paid as additional rent as a condition before the Landlord is required to consider the request by the Tenant. The Landlord may require as a condition of the Landlord's consent to any assignment or subletting such reasonable terms and conditions as the Landlord determines.

#### **18. Indemnification.**

The Tenant will indemnify and hold harmless the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees that may be incurred in enforcing the Tenant's obligations under this lease including any and all claims and liability for losses or damage to property or injuries to persons for any cause or reason whatsoever arising out of or by reason of the occupancy of the Leased Property by the Tenant or business of the Tenant.

#### **19. Subordination of Mortgages.**

This Lease and the Tenant's rights under this lease are subject and subordinate to present and future mortgages on the Leased Property. The Landlord is allowed to execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

#### **20. Condemnation—Eminent Domain.**

- a) The parties to this lease recognize the extreme power of governmental agencies to bring eminent domain or condemnation proceedings. Accordingly, if such actions are taken or threatened against the Leased Property or any portion thereof the Landlord shall have the option to grant an option to purchase and/or sell or convey the Leased Property or any portion thereof, to such governmental agency, in which case this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes

by notice in writing. In such case, the Tenant will have no claim or right to any portion of any amount that may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. However the Tenant may, file a claim for moving expenses and for any taking of fixtures and improvements owned by the Tenant. All rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or related proceeding as referred to above.

- b) If the lease is terminated as set forth above, the Tenant agrees to vacate the Leased Property, and remove all of the Tenant's personal property from the Leased Property. If the Tenant fails to take such actions as required herein the Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

## **21. Fire and Other Casualty.**

The Tenant agrees to immediately notify the Landlord if there is a fire or if the property is otherwise damaged. If the property is only partially damaged the Landlord will repair the damage as soon as practicable. The Tenant will continue to be obligated to pay rent. However, if, in the opinion of the Landlord, the Leased Property is so substantially damaged as to render it un-tenantable, then the Tenant's obligation to pay rent will be suspended until such time as the Leased Property is made tenantable by the Landlord. However, if in the opinion of the Landlord, the Leased Property is so completely damaged that the Landlord decides not to rebuild, then this Lease will terminate as of the date of such damage and the Tenant's obligation to pay rent will then cease as of the date of such damage. The rent, and any additional rent, will be apportioned as of the termination date. The Tenant will be reimbursed for any rent paid for any period beyond the date of termination. However, none of the preceding provisions of this Paragraph will be applicable if the fire or other casualty and damage is the result of the carelessness, negligence or improper conduct of the Tenant or others persons that the Tenant is responsible for including the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In that event, the Tenant will continue to be liable under this lease in addition to being responsible and liable to the Landlord for the damage and loss suffered by the Landlord. In such event, the Tenant further agrees to turn over to the Landlord any proceeds of insurance it receives as a result of such damage to the extent of the Landlord's costs and expenses to make the repairs or pay damages to others, and the Tenant's insurance carriers will have no right of reimbursement against the Landlord for such payment.

## **22. Increase of Insurance Rates.**

If the Landlord is unable to obtain fire and other hazard insurance on the Leased Property on terms which are acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. This Lease will terminate as of the date specified in such notice. Likewise if the actions of the Tenant result in an increase in the insurance rates for fire and other hazards increase, the Tenant agrees

upon demand to pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance is increased.

### **23. Abandonment of Property by the Tenant.**

The Tenant agrees that upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Leased Property by the Tenant, the Tenant will remove all of the Tenant's equipment, fixtures, goods or other property of the Tenant from the Leased Property. Any such property that is not removed will be considered as abandoned. The Tenant also agrees that the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the Tenant's property that is left behind, at the expense of the Tenant. The Landlord will not be accountable to the Tenant for its actions in selling or otherwise disposing of the property.

### **24. Default.**

- a) If, during the Term of this Lease, any one of the following acts or occurrences shall happen then Tenant shall be in default hereunder:
- b) If Tenant or any Guarantor shall make an assignment for the benefit of creditors.
- c) If Tenant or any Guarantor shall file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent (under any federal or state laws).
- d) If Tenant or any Guarantor shall seek or consent or acquiesce in the appointment of any trustee, receiver, liquidator, etc. of a substantial part of its property.
- e) If any involuntary petition in bankruptcy, or a proceeding to appoint a receiver, trustee or liquidator is filed against Tenant or any Guarantor and such petition or processing is not vacated or discharged within thirty (30) days.
- f) If Tenant shall fail to pay any rent when due, or any additional rent when due or within 20 days thereafter.
- g) If Tenant fails to observe or perform any other covenant or condition of this Lease and such failure continues and is not remedied within fifteen (15) days after Landlord shall have given Tenant a notice specifying same; or, if the condition cannot be remedied within fifteen (15) days, Tenant has not commenced remedial action and/or is not diligently pursuing same.
- h) If Tenant shall vacate or abandon the Leased Property.
- i) If Tenant shall be in default under any other lease that Tenant may have with Landlord's affiliated companies.
- j) The Tenant dies (if the Tenant is an individual);

- k) If the Tenant's interest in this Lease, or the Leased Property passes to another by virtue of any court proceedings or legal action.
- l) If The Tenant is in default for any of the reasons set forth above, the Landlord, will be able to exercise any of the remedies contained in this Lease or as may be permitted by law. In addition the Landlord shall be permitted without incurring any legal obligation may reenter, possess and enjoy the Leased Property either with or without the use of force. The Landlord may then re-let the Leased Property and receive the rents therefore. Such rents shall be first applied to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Leased Property and in making such repairs and alterations as may be necessary. Thereafter the rent payments received shall be applied to the rents due under this lease. The obligation of the Tenant to pay rent shall continue as the rents may accrue subsequent to the re-entry by the Landlord. Such obligation shall be reduced to the extent of the difference between the rents due under this lease and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs. The Tenant shall pay such rents as such deficiencies and are ascertained each month.

## **25. Termination on Default.**

If the Tenant is in default, the Landlord may terminate this Lease upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. After the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice. The Landlord will then have the right to remove all persons, goods, fixtures and chattels from the Leased Property, by force or otherwise, without liability for damage.

## **26. Non-Liability of Landlord.**

The Landlord will not be responsible for any damage or injury:

- a) by reason of the elements;
- b) resulting from the carelessness, negligence or improper conduct on the part of the Tenant, any other tenant, the Landlord or any of their agents, employees, guests, licensees, invitees, subtenants, assignees or successors;
- c) attributable to any interference with, interruption of, or failure, of any services to be furnished or supplied by the Landlord beyond the control of the Landlord; or
- d) due to the failure of the plumbing, electrical, heating air-conditioning, elevators, hoisting equipment, or other systems including the roof, drains, leaders, gutters, downspouts or the like.

The limitation on liability will not apply to damage or injury caused by the gross negligence or willful misconduct of the Landlord its agents, employees, guests, licensees, invitees, assignees or successors.

### **27. No Waiver by Landlord.**

No failure to act on behalf of the Landlord shall serve as a waiver of the right of the Landlord to act at a later time to enforce its rights under this lease.

### **28. Non-Performance by Landlord.**

If the Landlord is unable to supply any service or material called for in this Lease, due to causes beyond its control the Tenant will still remain obligated to fully perform in accordance with this Lease. Conditions beyond the control of the Landlord include, but are not limited to, limitations due to any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble.

### **29. Validity of Lease.**

Each of the terms, conditions, covenants and provisions of this Lease will be deemed to be severable, that is separate from the rest of the terms of the lease. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalidity will not affect the validity of any other clause or provision in this Lease. Instead the other clauses or provisions will remain in full force and effect. Moreover, the Landlord may pursue the relief or remedy sought in any invalid clause. This can be accomplished by conforming such clause with the provisions of the applicable laws as if the particular laws were set forth at length in this Lease.

### **30. Notices.**

All notices that are sent as a result of this Lease may be mailed by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be later designated in writing by any party to this lease. Such notices are effective upon delivery.

### **31. Liens.**

The Tenant is not permitted to allow the Property to be encumbered by liens. Accordingly, if any construction or other liens are created or filed against the Property as a result of labor performed or materials furnished for the Tenant the Tenant will at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. This action should not require a demand on the part of the Landlord. Failure to take such action, after receipt of a demand by the Landlord will entitle the Landlord to resort to such remedies as are provided in this Lease for a default of this Lease, in addition to any other available legal remedies.

### **32. Waiver of Subrogation Rights.**

If the Tenant is paid for a loss relating to the Property, the Tenant must waive any right of recovery against the Landlord or the Landlord's agents, employees or other representatives for any such loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. Such a waiver is called a waiver of subrogation. The Tenant will obtain, in advance of any loss, waivers of the subrogation rights under the respective policies from Tenant's insurance carriers and deliver same to the Landlord.

### **33. Estoppel Certificates.**

Each party shall, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, execute and deliver to the requesting party a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that at the time is in full force and effect as modified and stating the modifications), certifying the dates to which the Fixed Rent and Additional Rents have been paid, stating whether or not, to the best knowledge of the party giving the statement, the requesting party is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the party giving the statement shall have knowledge, and stating whether or not, to the best knowledge of the party giving the statement, any event has occurred which with the giving of notice or passage of time, or both, would constitute such a default of the requesting party, and, if so, specifying each such event. Any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom such party may be dealing, regardless of independent investigation. Tenant also shall include in any such statement such other information concerning this Lease as Landlord may reasonably request. If the Tenant does not respond to a request by the Landlord within ten (10) days of notice of a request pursuant to this paragraph, the statements contained in the request shall be deemed accurate and correct.

### **34. Indemnity.**

Tenant shall indemnify and defend Landlord (including Landlord's shareholders, officers, directors, partners, joint venturers and agents) and save it harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, arising from (i) any act, omission, or negligence of Tenant or its officers, contractors, licensees, agents, employees, guests, invitees, or visitors in or about the Demised Premises or the Building, (ii) any breach or default under this Lease by Tenant, (iii) or relating to, the enforcement by Landlord of the provisions of this Lease as against Tenant, or (iv) any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring within the Demised Premises unless caused by the negligence or willful misconduct of Landlord or its officers, contractors, agents or employees. This provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties if (but only to the extent) caused by the negligence of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

### **35. Miscellaneous.**

- a) Irrespective of the place of execution or performance, this Lease shall be governed by and

construed in accordance with the laws of the State of New Jersey.

- b) This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.
- c) Except as otherwise expressly provided in this Lease, each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.
- d) All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
- e) Time Shall Be of the Essence with respect to obligations on the part of Landlord or Tenant to be performed during the term of this Lease.
- f) Except as otherwise provided herein whenever payment of interest is required by the terms hereof it shall be at the Interest Rate.
- g) If the Demised Premises or any additional space to be included within the Demised Premises shall not be available for occupancy by Tenant on the specific date hereinbefore designated for the commencement of the term of this Lease or for the inclusion of such space for any reason whatsoever, then this Lease shall not be affected thereby but, in such case, said specific date shall be deemed to be postponed until the date when the Demised Premises or such additional space shall be available for occupancy by Tenant, and Tenant shall not be entitled to possession of the Demised Premises or such additional space until the same are available for occupancy by Tenant; provided, however, Tenant shall have no claim against Landlord, and Landlord shall have no liability to Tenant by reason of any such postponement of said specific date, and the parties hereto further agree that any failure to have the Demised Premises or such additional space available for occupancy by Tenant on said specific date or on the Commencement Date shall in no wise affect the obligations of Tenant hereunder nor shall the same be construed in any wise to extend the Term.
- h) In the event that Tenant is in arrears in payment of Fixed Annual Rent or Additional Rent hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.
- i) All Exhibits and Schedules referred to in this Lease are hereby incorporated in this Lease by reference.
- j) The covenants, conditions and agreements contained in this Lease shall bind and

inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this Lease, their assigns.

- k) No remedy or election hereunder on the part of the Landlord shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- l) Tenant agrees that under no circumstances will it record this Lease or any copy thereof.
- m) It is understood and agreed that this Lease is submitted to Tenant on the understanding that it shall not be considered an offer and shall not bind Landlord in any way whatsoever until (i) Tenant has duly executed and delivered duplicate originals to Landlord, and (ii) Landlord has executed and delivered one of said fully executed originals to Tenant.
- n) No equipment may be installed by Tenant in the Demised Premises. With respect to any equipment which Tenant shall be permitted to install and operate in the Demised Premises including, without limitation, supplemental air conditioning equipment, Tenant shall at Tenant's expense, obtain and maintain all permits, licenses and other authorizations which are required by Legal Requirements in order to install, maintain and operate such equipment in the Demised Premises. Landlord shall cooperate with Tenant in all reasonable respects in enabling Tenant to obtain all such permits, licenses and other authorizations, including but not limited to Landlord's execution of applications, affidavits and other documentation in its capacity as fee owner of the Building provided there is no additional expense to Landlord. To the extent that Tenant is permitted to install any supplemental air conditioning equipment, Tenant agrees, at its sole cost and expense, to maintain in full force and effect for so long as such supplemental air conditioning unit remains in the Building, a maintenance agreement for the periodic maintenance of such unit on customary terms with a contractor reasonably acceptable to Landlord and to furnish a copy of said contract to Landlord within fifteen (15) days after demand.
- o) Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, within or beneath the Demised Premises or common areas, in each case, or any portion thereof, by Tenant, its agents, employees, contractors, or invitees, and shall otherwise comply with all Environmental Laws (and all applicable regulations or requirements of the Industrial Site Recovery Act of the State of New Jersey) in respect of its use, occupancy and operation of the Demised Premises.

### **36. Number and Gender.**

As used in this Lease, the use of any particular gender or the plural or singular

number is intended to include the other gender or number as the text of this Lease may require.

### 37. Signatures.

Both the Landlord and the Tenant agree to the terms of this Lease by signing below

Date: _____	Date: _____
_____	_____
<i>Union County Improvement Authority</i>	<i>JFK Health</i>
Landlord ( <i>Seal</i> )	Tenant ( <i>Seal</i> )
_____	_____
By: _____	_____
Title: _____	_____

**SCHEDULE A**  
**PLAN FOR DEMISED PREMISES**