



UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 50-2019

Date: September 11, 2019

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY REVISING FIRST AMENDMENT TO LEASE AGREEMENT WITH THE COMMUNITY HOSPITAL GROUP INC t/a JFK MEDICAL CENTER FOR THE LEASE OF A PORTION OF THE PARK MADISON PROPERTY

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

Lisa M. da Silva

B. W. B. io

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>D'Elia</i>	✓		✓			✓	
<i>Hockaday</i>	✓		✓				✓
<i>Lattimore</i>	✓		✓				
<i>Marshall</i>	✓		✓				
<i>Mojica</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓				
<i>Huff, Vice Chair</i>	✓		✓				
<i>Bornstad, Chairman</i>		✓					

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
REVISING FIRST AMENDMENT TO LEASE AGREEMENT WITH THE
COMMUNITY HOSPITAL GROUP INC t/a JFK MEDICAL CENTER FOR THE
LEASE OF A PORTION OF THE PARK MADISON PROPERTY**

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, N.J.S.A. 40: 37A-44 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Authority leases a portion of the property known as 200 West 2nd Street, Plainfield New Jersey ("Park Madison") to The Community Health Group Inc. t/a JFK Medical Center (the "Medical Center"); and

WHEREAS, the current lease agreement between the parties dated June 2, 2015 has expired and the Authority and the Medical Center are desirous of continuing the lease agreement for the property; and

WHEREAS, pursuant to Resolution # 41-2019, the Authority authorized a first amendment to the lease agreement on July 10, 2019; and

WHEREAS, the Medical Center has agreed to enter into a Revised First Amendment to the Lease for the terms and rent as set forth in the Revised First Amendment to Lease annexed hereto and made a part hereof as Exhibit A; and

WHEREAS, as of the effective date of the Revised First Amendment to Lease, the parties agree that this Revised Amendment shall be incorporated into and become part of the original Lease and all references to the Lease shall include the Revised First Amendment; and

WHEREAS, All terms of the Lease not affected, modified or changed by virtue of the Revised First Amendment shall remain in full force and effect;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE
UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby approves the Revised First Amendment of the Lease Agreement with JFK Medical Center at Park Madison.
2. The Authority authorizes the Executive Director to execute the First Amendment to the Lease Agreement in substantially the form annexed hereto and made a part hereof as Exhibit A.

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is dated this 1st day of July, 2019 (the "Effective Date") between the **UNION COUNTY IMPROVEMENT AUTHORITY** ("Landlord") and **THE COMMUNITY HOSPITAL GROUP INC. t/a JFK MEDICAL CENTER** ("Tenant") (hereinafter Landlord and Tenant shall be referred collectively as the "Parties").

WHEREAS, this Amendment is an agreement to extend and modify a certain commercial lease between the Parties dated June 10, 2015, as first extended by letter agreement dated August 30, 2017 (collectively the "Lease") subject to the terms below; and

WHEREAS, the Landlord leases to the Tenant 1,440 rentable square feet of first floor space known as Suite 103 (the "Leased Premises") in the building located at 200 W. 2nd Street, Plainfield, New Jersey 07060, subject to and as more specifically described in the Lease attached to this Amendment and made a part hereof as Exhibit A; and

WHEREAS, the Landlord and Tenant each agree to amend the term and rent of the Lease subject to the terms of this Amendment; it is

NOW, THEREFORE, the Landlord and Tenant agree to keep, perform, fulfill the promises, conditions, and agreements below:

- 1. Term & Rent.** The Term of the Lease is further extended for a period of two (2) years commencing July 1, 2019 and expiring June 30, 2021 (the "Second Extended Term"). During the Second Extended Term, Tenant covenants and agrees to pay to Landlord a fixed annual rent of \$36,720.00, or \$3,060.00 per month based upon the annual rate of \$17.50 per square foot, plus a Common Area Maintenance ("CAM") annual rate of \$8.00 per square foot.
- 2. Optional Renewal Term & Rent.** Tenant shall have the option to renew the Lease for one (1) more extended term of two (2) years commencing July 1, 2021 and expiring June 30, 2023 (the "Third Extended Term"). During the Third Extended Term, Tenant covenants and agrees to pay to Landlord a fixed annual rent of \$40,320.00, or \$3,360.00 per month based upon the annual rate of \$20.00 per square foot, plus a CAM annual rate of \$8.00 per square foot.
- 3. Tenant's Continuing Obligations.** The terms governing the payment of rent and failure of the payment of rent shall be as set forth in the Lease. Nothing in this Amendment shall be construed or interpreted to release Tenant from its continued obligations, duties, and responsibilities as specified under the Lease.
- 4. Full Force and Effect.** As of the Effective Date set forth above, Landlord and Tenant further agree that this Amendment shall be incorporated into and become a part of the Lease and all references to the Lease shall include this Amendment. All terms of the Lease not affected,

modified or changed by virtue of this Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern.

IN WITNESS WHEREOF the Landlord and Tenant have duly affixed their signatures and executed this Addendum on the date first mentioned above.

LANDLORD:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
Daniel P. Sullivan
Executive Director

TENANT:

**THE COMMUNITY HOSPITAL GROUP INC. t/a
JFK MEDICAL CENTER**

By: _____
Scott Gebhard
Chief Hospital Executive