

**BUSINESS LEASE**

**The Landlord and the Tenant agree to lease the Rental Space for the Term and at the Rent stated as follows:** (The words Landlord and Tenant include all landlords and all tenants under this Lease.)

<b>Landlord</b>	A.M. School Associates C/o Sarah Lachs 433 No. Broad Street Elizabeth, New Jersey 07208	<b>Tenant</b>	Union County Educational Services Commission 45 Cardinal Drive Westfield, New Jersey 07090
-----------------	--	---------------	---

**Rental Space.** The tract of land, the entire building and any other improvements, fixtures and equipment which at the commencement date or during the term are constructed thereon or attached thereto (except items not deemed to be included therein and removable by the Tenant as provided in Section 16 hereof) at 2630 Plainfield Avenue, Scotch Plains, New Jersey.

<b>Date of Lease.</b>	July 1, 2024	<b>Rent for the Term.</b>	\$422,986
<b>Term</b>	Two (2) Years Beginning July 1, 2024 Ending June 30, 2026	<b>The Rent is payable in advance on the first day of each month, as follows:</b>	

<b>Broker:</b>	NONE	July 1, 2024 - June 30, 2025 - \$209,399 \$17,449.92 PER MONTH
----------------	------	---

July 1, 2025 - June 30, 2026 - \$213,587 \$17,798.92 PER MONTH
---

**Liability Insurance.** Minimum amounts for each person injured \$1,000,000.00, for any one accident \$5,000,000.00, and for property damage \$500,000.00.

**Municipal Real Estate Taxes.** N/A Incl. in Rent..

**Use.** Tenant shall use and occupy the Rental Space for educational activities including, but not limited to, classrooms, an assembly hall(s), gymnasium, cafeteria, faculty rooms, janitorial space, administrative offices, parking and any other purpose similar in nature to the foregoing.

**Additional Agreements.** Intentionally Deleted.

**1. Possession and Use.**

The Landlord shall give possession of the Rental Space to the Tenant for the Term. The Tenant shall take possession of and use the Rental Space for the purpose stated above and not for any other purpose without the prior written consent of the Landlord, which consent will not be unreasonably withheld, conditioned or delayed.

The Tenant shall not allow the Rental Space to be used for any unlawful or hazardous purpose. The Tenant shall obtain any certificate of occupancy or other certificate necessary for the Tenant to use the Rental Space for the Use stated above.

The Tenant shall not use the Rental Space in any manner that results in (1) an increase in the rate of fire or liability insurance or (2) cancellation of any fire or liability insurance policy on the Rental Space.(See Section 7 below) The Tenant shall comply with all requirements of the insurance companies insuring the Rental Space arising out of or pertaining to the use stated above. The Tenant shall not abandon the Rental Space during the Term of this Lease or permit it to become vacant for extended periods.

Landlord represents to Tenant that all Legal Requirements (as defined below) in effect at the beginning of the Term of this Lease permit the Tenant use of the Rental Space premises for the purpose(s) stated above and that the Building is in full compliance with all Legal Requirements including the Americans with Disabilities Act.

**2. Delay in Giving of Possession. Intentionally Deleted.**

**3. No Assignment or Subletting.**

The Tenant may not do any of the following without the Landlord's prior written consent: (a) assign this Lease (if the Tenant is a corporation, the sale of a majority of its shares shall be treated as an assignment), (b) sublet all or any part of the Rental Space or (c) permit any person or business other than Tenant to use the Rental Space.

Notwithstanding anything to the contrary contained herein, Landlord agrees not to unreasonably withhold, delay or condition its consent, which must be in writing, to a subletting of the Rental Space by Tenant; provided, however, that Landlord shall not, in any event, be obligated to consent to any such proposed subletting, or having consented to the same, such consent shall be null and void, as the case may be, unless:

a. At the time of the request for Landlord's consent and at the effective date of the sublease, this Lease shall be in full force and effect, without any breach or default hereunder on the part of Tenant beyond any applicable notice and cure period;

b. Tenant shall furnish Landlord with the name and business address of the proposed subtenant and such references and current financial information with respect to tangible net worth, credit and financial responsibility as reasonably requested by Landlord;

c. The proposed subtenant is a reputable party whose tangible net worth, credit and financial responsibility is, considering the responsibilities involved, reasonably satisfactory to Landlord;

d. The proposed use of the Rental Space by the proposed subtenant is limited to the permitted use stated above;

e. Any such subletting will result in there being no more than two (2) separate entities occupying the Rental Space;

f. (i) Each sublease shall specifically state that it is subject to all of the terms, covenants, agreements, provisions, and conditions of this Lease and any then existing or future amendments or modifications thereof, (ii) the subtenant will not have the right to a further sublease or assign thereunder, or to allow the Rental Space to be used by others, without the consent of Landlord in each instance, (iii) in the event of termination, reentry or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of

the right, title and interest of Tenant, as Sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (x) be liable for any previous acts or omissions of Tenant, as Sublessor under such sublease, or (y) be subject to any offsets, not expressly provided for in such sublease, against Landlord, or (z) be bound by any previous modification of such sublease to which Landlord shall not have consented in writing, or by any previous prepayments of more than one month's rent;

g. The proposed subtenant shall assume, by instrument in form and content reasonably satisfactory to Landlord, the due performance of all Tenant's obligations under this Lease;

h. The proposed subletting agreement shall be submitted to Landlord for its review and approval, and a copy of the subletting agreement, fully executed and acknowledged, shall be submitted to Landlord prior to the effective date of the subletting;

i. Tenant, as assignor, or as Sublessor, as the case may be, shall remain liable for the performance or observance of all of the terms and provisions on Tenant's part to be performed or observed under this Lease;

j. Any consent of Landlord to any subletting shall not be construed as a waiver of any requirement for obtaining: (i) the consent of Landlord to any subsequent subletting, or (ii) the consent of Landlord to any assignment of any sublease, or the undersubletting of the Rental Space;

k. If Landlord fails to respond to a written notice from Tenant requesting consent to a subletting within thirty (30) days after Landlord has received such request along with all the information required to be provided by Tenant under this Section 3, then Tenant may send a second written notice ("Second Notice") to Landlord advising Landlord in upper case bold face type that Landlord has failed to respond to Tenant's prior notice requesting such consent, along with a copy of the prior notice and supporting information. If Landlord fails to respond to the Second Notice within five (5) business days of its receipt thereof (or refusal to accept such notice sent by certified mail return receipt requested), Landlord's consent shall be deemed granted;

#### **4. Rent and Additional Rent.**

Tenant shall pay the Rent to the Landlord at the Landlord's address, set forth above or such other place, or to such agent at such place as Landlord may designate by notice given in accordance with section 24 hereof. Whenever payments to be made under this Lease are due on a Saturday, Sunday or public holiday under the laws of the State of New Jersey or the United States, such payment shall be made on the next succeeding business day.

If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of the Tenant, without notice in the event of an emergency, and in any other case, only if such default continues after the expiration of (i) five (5) business days from the date Landlord gives Tenant notice of intention to do so, or (ii) the applicable grace period provided elsewhere in this Lease for the cure of such default, if any, whichever occurs later.

#### **5. Security. Intentionally Deleted.**

#### **6. Insurance.**

Landlord shall maintain, pay for and keep in effect during the Term of this Lease insurance against damage to the building and any other improvements on the land (collectively, the "Building") by "Cause of

Loss-Special Form” (“all risk”) or its equivalent of direct physical loss, with standard and extended coverages, including insurance against physical loss or damage by fire, lightning, vandalism and malicious mischief and other risks and supplementary perils from time to time included under a “Cause of Loss-Special Form” (“all risk”) or its equivalent policy form (at Landlord's option to include earthquake and flood), including boiler and machinery insurance, in amounts sufficient to prevent Landlord from becoming a co-insurer, but in no event less than one hundred (100%) percent of the Building's then estimated full replacement cost, and Law and Ordinance coverage including loss of the undamaged portion of the Building, demolition and increased cost of construction in order for the Building to be re-constructed in accordance with all Legal Requirements (as that term is defined hereafter) which may be applicable at the time of loss or damage. All such policies of insurance shall be written by an insurance carrier or carriers authorized to do business in the State of New Jersey. Landlord’s property insurance shall provide a waiver of subrogation in favor of Tenant. Landlord shall have the right to provide any insurance maintained or caused to be maintained by it under blanket insurance policies. Any such insurance coverage shall recognize the indemnification obligations set forth in Section 9 of this Lease

The Tenant shall obtain, pay for, and keep in effect for the benefit of the Landlord and the Tenant public liability insurance on the Rental Space. Such policy(s) of insurance shall be written by an insurance carrier(s) authorized to do business in the State of New Jersey. This coverage must be in at least the minimum amounts stated above.

Prior to the commencement of the Term and prior to the expiration dates of the expiring policy(s) theretofore furnished by Tenant pursuant to this Section 6, Tenant shall deliver to Landlord a certificate of insurance for the insurance policy(s) required under this Lease. Such policy(s) of insurance shall (a) provide that the insurer shall endeavor to provide to Landlord at the address specified above at least thirty (30) days' prior written notice of the reduction (or other material change), cancellation or lapse of said policy(s) except ten (10) days prior notice only for non-payment of premium of said policy(s); (b) to the extent permitted by Legal Requirements (as defined below), the name of any mortgagees and the Landlord and their respective successors and assigns as “Additional Insureds” on a primary and non-contributory basis; (c) recognize the indemnification obligations set forth in Section 9 of this Lease; and (d) contain a waiver of subrogation endorsement in favor of Landlord and the Additional Insureds. Any such insurance may be covered under a blanket policy(s) of insurance provided that the coverage afforded Landlord will not be reduced or diminished and the requirements of this Lease are otherwise satisfied by such blanket policy(s).

Landlord and Tenant hereby release each other and each other’s elected or appointed members, partners officers, employees and agents, from liability or responsibility for any loss or damage to property that is covered or could be covered by property insurance. This release shall apply not only to liability and responsibility of the parties to each other, but shall also extend to liability and responsibility for anyone claiming through or under the parties by way of subrogation or otherwise. This release shall apply even if the fire or other casualty shall have been caused by the fault or negligence of a party or anyone for whom a party may be responsible. However, this release shall apply only with respect to loss or damage actually recovered from an insurance company, or that would have been recovered if the party had maintained the insurance required to be maintained hereunder. Landlord and Tenant each agree that any property insurance policy(s) covering the Rental Space or contents shall include this clause or endorsement as long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays the extra cost. If extra cost shall be chargeable, the party whose policy is subject to the extra cost shall advise the other thereof, and of the amount of the extra cost.

## **7. Unavailability of Fire Insurance, Rate Increases.**

If due to the Tenant’s use of the Rental Space the Landlord cannot obtain and maintain fire (all risk) insurance on the Building in an amount and form reasonably acceptable to the Landlord, the Landlord may

cancel this Lease on 30 days notice to the Tenant. If due to the Tenant's use of the Rental Space the fire insurance rate is increased, the Tenant shall pay the increase in the premium to the Landlord on demand. Tenant's use of the Rental Space as stated above does not make void or voidable any fire insurance currently in force with respect to the Rental Space or other improvements erected thereon nor does it make it more costly or impossible for the Landlord to obtain fire insurance or other insurance on the Rental Space or its contents.

#### **8. Water Damage.**

The Landlord shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the building unless such leak or flow of water is a result of or arises out of the, Landlord's negligence or willful misconduct.

#### **9. Liability of Landlord and Tenant.**

Landlord or Tenant shall, as the case may be, notwithstanding any insurance furnished pursuant hereto or otherwise, indemnify, protect, defend and hold the other party harmless from and against any and all liability, fines, suits, claims, obligations, damages, losses, penalties, demands, actions and judgments, and costs and reasonable expenses of any kind or nature (including reasonable attorneys' fees) (collectively, "Costs"), by anyone whomsoever, due to or arising out of:

any work or thing done in, on or about the Rental Space or any parts thereof by such party or anyone claiming through or under such party or the respective employees, agents, licensees, guests, invitees, contractors, servants or subtenants of such party or any such person from and after the Commencement Date of the Term of this Lease;

any use, possession, occupation, condition, operation, maintenance or management of the Rental Space or any part thereof by the such party or any person claiming through or under such party, including, without limitation, any air, land, water or other pollution caused by such party, from and after the commencement date of the Term hereof;

any negligence or wrongful act or omission on the part of such party or any person claiming through or under such party or the respective employees, agents, licensees, invitees, guests, contractors, servants or subtenants of such party or any such person from and after the commencement date of the Term hereof;

any failure on the part of such party to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with from and after the commencement date hereof; and

any failure on the part of such party from and after the commencement date of the Term hereof to perform or comply during the term hereof with Legal Requirements on the part of such party to be complied with or performed by it as required by this Lease .

In case any action or proceeding is brought against one party by reason of any of the foregoing, the other party, upon written notice from the party named in such action or proceeding, such other party shall, at its sole expense, resist or defend or cause to be resisted or defended such action or proceeding. The party resisting or defending such action or proceeding (or causing such action or

proceeding to be resisted or defended) or its counsel shall keep the other party reasonably apprised at all times of the status of the action or proceeding. At the request of the party resisting or defending such action or proceeding, the other party will cooperate with such party in any such action or proceeding, and will execute any documents and pleadings reasonably required for such purpose. The party so defending or resisting such action or proceeding hereby agrees to save the other party harmless from all reasonable cost, expense (excluding attorneys' fees), loss and damage on account of, growing out of, or resulting from, such cooperation. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Tenant shall indemnify and save Landlord harmless from any accident or injury to any person (including death) or damage to property (including loss of property) occurring in or on the Rental Space or any part thereof from and after the Commencement Date of the Term hereof, except for accident or injury to any person (including death) or damage to property (including loss of property) resulting from the negligence or willful misconduct of Landlord, its members, partners, officers, employees, agents or independent contractors.

The term "Landlord" as used in this Lease shall mean and include only the owner or owners (and any mortgagee in possession) at the time in question of the fee estate in the Rental Space so that in the event of any transfer or transfers (by operation of law or otherwise) of the title to such fee estate, Landlord herein named (and in case of any subsequent transfers or conveyances, the then transferor) shall be and hereby is automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability in respect of the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that (a) any funds in which Tenant has an interest, in the hands of such Landlord or the then transferor at the time of such transfer, shall then be turned over to the transferee, and (b) any amount then due and payable to Tenant by Landlord or the then transferor under any provision of this Lease shall then be paid to Tenant and (c) the transferee shall be deemed to have assumed and agreed to perform, subject to the limitations of this Section (and without further agreement between or among the parties or their successors in interest, and/or the transferee) and only during and in respect of the transferee's period of ownership, all of the terms, covenants and conditions in this Lease contained on the part of Landlord thereafter to be performed, which terms, covenants and conditions shall be deemed to "run with the land," it being intended hereby that the terms, covenants and conditions contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership.

It is specifically understood and agreed that in the event of a breach by Landlord of any of the terms, covenants or conditions of this Lease to be performed by Landlord, the monetary liability of Landlord in relation to any such breach shall be limited to the equity of Landlord in the Rental Space, including Landlord's interest in this Lease, the Rental Space, moneys held by any trustee for the benefit of Landlord and any sums at the time due or to become due under this Lease. Tenant shall look only to Landlord's equity in the Property for the performance and observance of the terms, covenants and conditions of this Lease to be performed or observed by Landlord and for the satisfaction of Tenant's remedies for the collection of any award, judgment or other judicial process requiring the payment of money by Landlord in the event of a default in the full and prompt payment and performance of any of Landlord's obligations hereunder. No property or assets of Landlord, other than Landlord's equity in the Rental Space, shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies in any matter whatsoever arising out of or in any way connected with

this Lease or any of its provisions, any negotiations in connection therewith, the relationship of Landlord and Tenant hereunder or the use and occupancy of the Rental Space; and in confirmation of the foregoing, if any such lien, levy, execution or other enforcement procedure so arising shall be on or in respect of any property or assets of Landlord, other than Landlord's equity in the Rental Space, Tenant shall promptly release any property or assets of Landlord, other than Landlord's equity in the Rental Space, from such lien, levy, execution or other enforcement procedure by executing and delivering, at Tenant's expense and without charge to Landlord, any instrument or instruments, in recordable form, to that effect prepared by Landlord (but any such instrument of release shall not release any such lien, levy, execution or other endorsement procedure on or in respect of Landlord's equity in the Rental Space). Tenant hereby appoints Landlord its attorney-in-fact for the purposes of executing such instrument or instruments of release if Tenant fails or refuses to do so promptly after request.

**10. Real Estate Taxes. Intentionally Deleted**

**11. Acceptance of Rental Space.**

The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".

**12. Quiet Enjoyment.**

The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space during the Term hereof.

**13. Utilities and Services.**

The Tenant shall arrange and pay when due directly to the supplier thereof for all utilities and services required for the Rental Space during the Term hereof, including electric, gas and/or oil, water, sewer and telephone.

The Landlord shall not be liable for any failure, inconvenience or harm caused by any stoppage, interruption or reduction of any utility and/or service beyond the control of the Landlord. This does not excuse the Tenant from paying Rent.

**14. Tenant's Repairs, Maintenance and Compliance.**

The Tenant shall during the Term of this Lease:

(a) Promptly comply with all Legal Requirements of Governmental Bodies, insurance carriers, board of fire underwriters or groups exercising similar jurisdiction, the same or similar functions and having jurisdiction of, with respect to and applicable to the Rental Space and its use and occupation by Tenant; provided, however, Tenant shall not be responsible to make any physical changes to the Rental Space to comply with such requirements unless and except to the extent that the requirement for compliance arises out of or is related to any changes or additions to the Rental Space made by Tenant in accordance with Section 16 hereof or by Tenant's use of the Premises as permitted above or any breach of this Lease by Tenant or any damage to the Rental Space or any part thereof caused by Tenant or any person claiming through or under Tenant.

(b) Maintain the Rental Space and all equipment and fixtures attached to or built into the Rental Space in good, order, condition, repair and appearance, reasonable wear and tear excepted.

(c) Subject to the provisions of section 15 (“Landlord’s Repairs and Maintenance”), section 19 (“Fire and Other Casualty”) and section 20 (“Eminent Domain”), Tenant shall, at Tenant’s sole cost and expense, make all necessary repairs to the Rental Space and all equipment and fixtures in it, except structural repairs.

(d) Maintain the Rental Space in a neat, clean, safe, and sanitary condition, free of all garbage.

(e) Keep the walks, driveway, parking area and yard, adjacent to and the entrances, hallways, and stairs of the Building clean and free from trash, debris, snow and ice, and not encumber or obstruct same.

(f) Be responsible for the maintenance of the grounds adjacent to the Building including, but not limited, to mowing and landscaping.

(g) Use all electric, plumbing and other facilities in the Rental Space in a manner not exceeding their respective design conditions.

(h) Use no more electricity than the capacity of then existing feeders to the Rental Space or the risers or wire installations.

(i) Except if required by the negligence or other fault of the Landlord or its employees, agents and contractors, promptly replace all broken glass in the Building.

(j) Do nothing to destroy, deface, damage, or remove any part of the Building.

(k) Except for ordinary and reasonable materials reasonably required to be or routinely used by Tenant in the normal course of the permitted use of the Rental Space stated above, keep nothing in the Rental Space which is flammable, dangerous or explosive or which might materially increase the risk of fire or other casualty.

(l) Immediately notify the Landlord’s designated representatives, [Daniel Lachs 908 527-1974 Lachsoffice@yahoo.com](mailto:Daniel.Lachs@ucesc.org) and Mr. Paternostro via phone 908-347-0449 and fax 908-412-9080 or to such other person or persons (in no event more than 2) or to such other phone and/or fax numbers (in no event more than 2) or to such other email address (in no event more than one) as the Landlord may designate by notice given in the manner provided in accordance with Section 24 hereof (immediately after the Tenant learns of) conditions which need repair located in or on the Rental Space for which Landlord might be responsible. If the Landlord is notified in the manner set forth above that:

(i) the Building cannot be opened to admit students due to a condition for which the Landlord is responsible to correct or repair hereunder, the Landlord shall (x) promptly thereafter inform the Tenant via phone 908-233-9317 (Eric Larson x243) and email elarson@ucesc.org that it shall use best efforts to undertake such correction or repair immediately and (y) cause such condition to be corrected or repaired (even if such correction or repair requires overtime or premium pay) so that the Building can be opened or re-opened to admit students for classroom instruction on the very next day that classes are scheduled unless such correction or repair cannot physically be made within the aforementioned length of time despite all due diligence and continuous best effort then, in such event, the correction or repair shall be made in the least time possible under the circumstance. If the Landlord fails to either inform the Tenant promptly following its receipt of such notice that it will utilize best efforts to undertake such correction or repair immediately, or fails to cause such condition to be corrected or repaired and open or re-open the Building for classroom instruction within the shortest time possible, then, in such event, the Tenant upon written notice to the Landlord in the manner provided in Section 24 hereof may make or cause such correction or repair by the most expeditious means available including payment of premium or overtime pay in order to open or re-open the Building for classroom instruction in the shortest time possible and Landlord shall reimburse Tenant for the actual reasonable cost incurred by Tenant to effect such repair within sixty (60) days of the submission of the invoice(s) for such correction or repair by



Tenant to Landlord in the manner provided in Section 24; (ii) that repairs that are the responsibility of the Landlord are necessary to prevent injury to persons on and/or damages to property in the Building, the Landlord shall inform Tenant via phone (see above) and fax 908-233-7432 within 48 hours after such notification that Landlord shall use best efforts to undertake such repair(s) promptly and shall cause such repair to be completed within 96 hours of notification unless (x) such notification occurs on a Saturday, Sunday or holiday on which banks in New Jersey are closed or (y) such repair(s) cannot be made within the aforementioned time despite reasonable commercial diligence, then, in either such event, Landlord shall have commenced such repair with 4 business days and diligently and continuously made or caused such repairs to be made to completion; and (iii) that repairs that are the responsibility of the Landlord are necessary, the Landlord shall inform the Tenant via phone and fax (see above) within 96 hours after such notification that Landlord shall use commercially reasonable efforts to undertake such repair(s) promptly and cause such repair to be completed within ten (10) business days. In the event that in the case of either (ii) or (iii) of this subparagraph (l) the Landlord fails to either notify Tenant that Landlord shall undertake such repair(s) or to make the requisite repair(s) within the applicable time period set forth above, the Tenant upon written notice to the Landlord, in the manner provided in Section 24 hereof, may proceed to make such repair(s) in a commercially reasonable manner and Landlord shall reimburse Tenant for the actual cost incurred by Tenant to effect such repair within sixty (60) days of submission of the invoice(s) for such work by Tenant to Landlord in the manner provided in Section 24.

(m) Do nothing to destroy the peace and quiet of the Landlord, other tenants, if any, or persons in the neighborhood of the Rental Space.

(n) Avoid littering in the building or on its grounds.

The Tenant shall pay as applicable any expenses involved in complying with its obligations set forth above.

## **15. Landlords Repairs and Maintenance**

Subject to the provisions of section 14 (“Tenant’s Repair, Maintenance and Compliance”), section 19 (“Fire and Other Casualty”) and section 20 (“Eminent Domain”) hereof, Landlord, at its sole cost and expense and not subject to reimbursement by Tenant, shall be responsible for the structural integrity of the Building including, but not limited to, the roof, exterior walls, floors, structural steel elements and foundation, and shall make all repairs and replacements in and to the Building, including windows, window frames, and exterior doors and shall also make all repairs and replacements to the exterior walls, exterior building painting, insulation, elevators, HVAC, sanitary, plumbing, mechanical, electrical or other operating systems of the building, sidewalks, driveways except to the extent that the requirement for compliance herewith arises out of or is related to any damage to the Property or any part thereof caused by the Tenant or any person claiming through or under the Tenant.

## **16. No Alterations**

The Tenant may not make or cause any changes, installations or additions to the Rental Space without the Landlord’s prior written consent. Any changes or additions made without the Landlord’s written consent shall be removed by the Tenant on demand.

All changes or additions made with the Landlord’s written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the Rental Space at the end of the Term. The Landlord, provided Landlord has informed Tenant of such requirement in writing either concurrently with or in its written consent, may demand that the Tenant remove any changes or additions made with the Landlord’s consent at the end of the Term and restore the portion of the Rental Space affected by the

change or addition to the condition existing prior to the making of such change or addition, reasonable wear and tear excepted. The Tenant shall promptly pay for any and all costs of any permitted changes or additions. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Rental Space or any part thereof. If any lien or claim is filed against the Rental Space or any part thereof, the Tenant shall have it promptly removed or bonded.

## **17. Signs**

The Tenant shall obtain the Landlord's prior written consent before placing any new or replacement sign at or upon the exterior of the Building or on the land of the Rental Space. Signs must conform to all applicable sign ordinances and regulations of Governmental Bodies having jurisdiction thereof.

## **18. Access to Rental Space**

The Landlord shall have access to the Rental Space on reasonable prior notice (except in the event of an emergency without notice) at reasonable times during normal hours of operation of Tenant, to the Tenant to (a) inspect the Rental Space (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to prospective buyers, mortgage lenders, contractors or insurers.

The Landlord may show the Rental Space to rental applicants at reasonable business hours on prior notice to the Tenant within 6 months before the end of the Term hereof.

## **19. Fire and Other Casualty**

The Tenant shall notify, orally or in writing, the Landlord promptly of any fire or other casualty in the Rental Space. The Tenant is not required to pay Rent when the Rental Space is unusable.

If the Building is so damaged by fire or other casualty that in the reasonable estimate of the Landlord it cannot be repaired or rebuilt within ninety (90) days of the issuance of all requisite municipal building permits the Landlord shall have the option, to be exercised by written notice to the Tenant within forty-five (45) days of the casualty event, to (i) replace, repair and rebuild all damaged or destroyed improvements, or (ii) terminate this Lease as of a specified date, in which event all Rent shall be apportioned as of the date of such damage or destruction, and this lease shall terminate as of the specified date. In the event the Landlord proceeds to replace, repair and rebuild, this Lease shall not terminate, Landlord shall cause the Building and fixtures installed by Landlord to be repaired or restored to the extent insurance proceeds are available to the Landlord, as speedily as good faith efforts will allow, and there shall be a proportional abatement of the Rent reserved under this Lease during such period as the Building remains untenable, based on the extent to which the Building is untenable. Tenant shall also have the option to terminate this Lease effective as of the date of damage or destruction in the event (x) the Building cannot reasonable be repaired within one hundred eighty (180) days of such date (as set forth in an opinion to that effect of an architect or engineer retained by the Tenant (at its expense) or the expiration date of the term of this Lease shall occur within one hundred eighty (180) days or less of such date; (y) the Landlord shall not give written notice of Landlord's election under clause (i) above within the forty-five (45) day period; or (z) the Landlord after having elected to repair, shall not restore the Building substantially to its condition prior to the event causing the damage or destruction in a timely fashion. Tenant's option to terminate shall be exercised by written notice to Landlord within sixty (60) days of the casualty event with respect to clauses (x) and (y) and within one hundred ninety five days after the date of such damage or destruction with respect to clause (z)

Notwithstanding the foregoing, if the Building is totally destroyed by fire or other casualty this Lease shall automatically terminate, in which event the Rent shall be apportioned as of the date of such destruction.

## **20. Eminent Domain.**

Eminent domain is the right of a government to lawfully condemn and take private property for public use. Fair value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If the whole of the Rental Space or the whole of the Building is taken by eminent domain, or should a sale in lieu hereof occur either party may cancel this lease on thirty (30) days notice to the other. In the event of a partial taking or sale not resulting in a termination of this Lease as provided above, Landlord shall, if Landlord's mortgage holder consents thereto, effectuate all repairs and restoration (but not any changes or additions made by Tenant at its expense) as are necessary to restore the Rental Space for operation of Tenant's use, to the extent net proceeds of the award are available. If any public or private authority shall, under the power of eminent domain, make a taking, or should a sale in thereof occur of less than the whole of the Rental Space or the Building then Landlord may, or if Tenant in its sole and exclusive judgment shall consider it impracticable to continue its use specified above in the portion of the Rental Space or Building remaining, Tenant may, at its election, terminate this Lease by giving the other party written notice of the exercise of its election within twenty (20) days after the nature and extent of the taking or sale have been finally determined. In the event of such termination this Lease shall cease and terminate as of the date of such taking or sale and the rent shall be prorated and adjusted as of the date of termination. If neither party so terminates, this Lease shall continue in full force and effect. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of this Lease for the remaining part of the Term; provided, however, nothing contained herein shall preclude Tenant from recovering any allowance for its personal property or for moving expenses which the law permits.

## **21. Subordination to Mortgage.**

This Lease shall be subject and subordinate to the lien of any mortgage now or hereafter placed on the Rental Space by the Landlord, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof.

With respect to any mortgage entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease to the priority of the lien of such mortgage shall be subject to receiving assurance (a "non-disturbance agreement") from such mortgage holder that Tenant's possession and this Lease will not be distributed so long as Tenant is not in default and attorns to a lender or any other party who acquires ownership of the Rental Space by reason of foreclosure of a mortgage.

## **22. Tenant's Certificate.**

At the reasonable request of the Landlord, the Tenant shall to the extent it can truthfully do so, sign an estoppel a certificate stating that (a) this Lease has not been amended and is in effect, (b) the Landlord has fully performed all of the Landlord's agreements in this Lease, (c) the Tenant has no rights to the Rental Space except as stated in this Lease, (d) the Tenant has paid all Rent to date, and (e) the Tenant has not paid Rent for more than one month in advance. The Certificate shall also list all the property attached to the Rental Space owned by Tenant.

## **23. Violation, Eviction, Re-entry and Damages.**

The Landlord reserves a right of re-entry which allows the Landlord to end this Lease and re-enter the Rental Space if the Tenant violates any agreement in this Lease on the part of the Tenant to be paid or performed. However, Landlord shall first notice Tenant by certified mail return receipt requested or hand delivery of the violation of the Lease specifying the provision of this Lease that has been violated by the Tenant and allowing at least thirty (30) days for Tenant to cure said violation. If the Tenant does not cure the violation with the cure period specified, the Landlord may proceed with eviction. Eviction is a court procedure to remove

a tenant. Eviction is started by the filing of a complaint in court and the service of a summons on a tenant to appear in court. The Landlord may also evict the Tenant for any one of the other grounds of good cause provided by law. After a court order of eviction and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the Rental Space. If the cause for eviction is non-payment of Rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction.

The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease on the part of the Tenant to be performed. This includes reasonable attorney's fees and costs.

After eviction the Tenant shall pay the Rent for the remainder of the Term or until the Landlord re-lets the Rental Space, if sooner. If the Landlord re-rents the Rental Space for less than the Tenant's Rent, the Tenant shall pay the difference until the end of the Term. The Tenant shall not be entitled to any excess resulting from the re-renting of the Rental Space under such circumstances. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the Rental Space for re-renting and (b) commissions paid to a broker for finding a new tenant.

#### **24. Notices.**

All notices and other communications given or made pursuant to this Lease must be in writing and shall be deemed to have been duly given or made as of the date delivered. Each party must accept and claim the notices or other communications given by the other. Unless otherwise provided by law, they may be given by (a) personal delivery, (b) facsimile transmission (receipt of which is confirmed) , or (c) by receipted delivery to a reputable special overnight courier, such as Federal Express, which guarantees delivery next business day under circumstances in which such guaranty is applicable. Notices shall be addressed to the Landlord at the address written at the beginning of this Lease and/or the fax number set forth in Subsection 14 (l) hereof and to the Tenant at the Rental Space and/or fax number set forth in Subsection 14 (l) , or to such other address and/or fax number as either party may designate by notice given from time to time in accordance with this Section 24.

#### **25. No Waiver.**

The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

#### **26. Survival.**

If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in force and effect.

#### **27. End of Term.**

At the end of the Term of this Lease the Tenant shall (a) leave the Rental Space broom clean, (b) remove all of the Tenant's property, (c) remove all signs installed by the Tenant under the provisions of this Lease and restore that portion of the Rental Space on which they were placed, (d) repair all damage caused by moving, and (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of the Term except for normal wear, tear and casualty excepted.

If the Tenant leaves any property in the Rental Space, the Landlord may (a) dispose of it and charge the Tenant for the reasonable cost of disposal, or (b) keep it as abandoned property.

**28. Binding Effect.**

This Lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights and obligations or take their places.

**29. Full Agreement**

The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.

**30. Certain Definitions.**

“Legal Requirements” means all laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all applicable Governmental Bodies as well as the requirements of any applicable fire insurance underwriter or rating bureau.

“Governmental Body” or “Governmental Bodies” means any federal, state, county or local governmental agency, department, board, official(s), and officer(s) that has jurisdiction and/or authority, over the Rental Space and the Tenant’s use and occupancy of the Rental Space.

The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.

**Signatures**

Witnessed or attested by:

A.M. SCHOOL ASSOCIATES

\_\_\_\_\_  
As to Landlord

BY: \_\_\_\_\_  
Sarah Lachs, Partner, A.M. School Associates

UNION COUNTY ED SERVICES COMMISSION

\_\_\_\_\_  
As to Tenant

BY: \_\_\_\_\_  
Lorraine Aklonis, UCESC Board President