

LEASE AGREEMENT

THIS LEASE is made on the 16 day of December, 2020 between the Township of Maurice River, a municipal corporation of the State of New Jersey, having an address at 590 Main Street, Leesburg, New Jersey 08327, hereinafter designated as Landlord and Inspira Medical Centers, Inc, a New Jersey non-profit corporation, having an address at 165 Bridgeton Pike, Mullica Hill, New Jersey 08062, hereinafter designated as Tenant.

WITNESSETH that the Landlord, does hereby lease to the Tenant, in accordance with the provisions of NJSA 40A:12-14, a portion of that real property known as the Delmont Building located at 4507 Route 47, Delmont, New Jersey 08341 for a term of five (5) years commencing on the 1st day of January, 2021 and ending on the 31st day of December, 2025 upon the following conditions and covenants:

1. PAYMENT of RENT: The annual rent shall be One Dollar (\$1.00) for each year of the five-year lease period.
2. RENEWAL: This Lease Agreement shall renew annually for periods of five (5) years. Either party may terminate this lease at any time upon written notice one hundred eighty (180) days in advance of the date of termination.
3. SECURITY DEPOSIT: The tenant shall not be required to deposit a security deposit.
4. USE OF THE RENTAL PREMISES: The tenant covenants and agrees that the building and property shall only be used for the purpose of staging an ambulance or ambulances to serve Maurice River Township or for mutual aid to other municipalities. Tenant shall designate at a minimum, one ambulance for primary use in Maurice River Township and for housing ambulance crews/emergency medical technicians and their equipment. The leased portion of the premises is as set forth on the attached building sketch attached hereto as Exhibit A. Tenant shall not use the building or any portion for any other purpose.
5. REPAIRS AND CARE: Tenant agrees to maintain that portion of the building leased to the Tenant to include cleaning the area leased to include all rooms, bathrooms, and vehicle bay areas. Landlord shall be responsible for the upkeep of the grounds and snow removal as required. Tenant shall be responsible for providing its own furniture, appliances, and any communications and/or computer equipment. Tenant shall be responsible for minor repairs such as painting and other minor repairs for the leased portion of the premises. Landlord shall be responsible for maintaining the plumbing, heating, roofing, and electrical systems of the leased premises.

6. COMPLIANCE WITH LAWS. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Federal, State and Municipal Government or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises during the term hereof.

7. ASSIGNMENT OR SUB-LEASE. The Tenant shall not sub-lease, assign, mortgage or hypothecate this lease.

8. ALTERATIONS. No additions or alterations shall be made to or on the premises without written approval of Landlord.

9. UTILITIES/SERVICE. Tenant shall be responsible for payment of internet services; installing all appropriate equipment for internet services; providing telephones and payment of all monthly fees for telephone service; installing and maintaining shorelines; installing and any fees associated with communication equipment; fuel oil for heating and payment of monthly electric bill.

10. FIRE and OTHER CASUALTY. In the event the building is destroyed or partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable. However, it shall be the sole option of the Landlord as to whether or not to repair. Should Landlord elect not to repair the building this lease shall terminate immediately upon notice to the Tenant by Landlord.

11. FIRE INSURANCE AND GENERAL LIABILITY INSURANCE. Landlord shall carry fire insurance and general liability insurance. The Landlord shall procure and maintain in force during the term of this lease and any extension at the Landlord's expense all applicable insurance as determined to be necessary in the sole discretion of the Landlord.

12. NON-WAIVER BY LANDLORD. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

13. VALIDITY OF LEASE. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

14. NOTICES. All notices required under the terms of this lease shall be complete by mailing such notices certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

15. TITLE AND QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

16. ENTIRE CONTRACT. This lease contains the entire understanding between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the term hereof. No additions, changes or modifications, renewals, or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and Tenant.

17. INTERPRETATIONS IN ACCORDANCE WITH LAWS AND REGULATIONS. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

18. BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS OF PARTIES. In all references herein to any parties, persons, entities or corporations the use of any particular gender of the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors, and assigns.

19. ANNUAL REPORT TO LANDLORD. Tenant agrees, as required by New Jersey Law, to submit a report to the Landlord each year of the lease during the month of January stating use of the building and property during the prior year; stating any activities conducted by the tenant for the public purpose of this lease and the approximate value or cost of the activities furthering the public purpose of the lease and submission of annual proof of the Tenant's tax exempt status.

20. DESIGNATION OF OFFICER OR EMPLOYEE OF TENANT. The Tenant agrees to designate an officer or employee of the Tenant who shall have responsibility for enforcement of the conditions of this Lease Agreement. The name, mailing address, telephone number and e-mail address of said officer or employee shall be provided to Landlord each January of the lease term.

21. INDEMNIFICATION/HOLD HARMLESS. Tenant agrees to indemnify and hold harmless the

Landlord from any and all claims or liabilities, including reasonable attorney fees and expenses incurred in the defense thereof, relating to any personal injury or property damage claim arising from the use of the premises by the Tenant. Tenant shall immediately notify Landlord of any claims or potential claims once made known to the Tenant.

22. OBLIGATIONS PRIOR TO LEASE COMMENCEMENT. The Landlord will provide overhead doors with three openers. Landlord shall also provide two interior doors. Landlord shall provide and maintain all required safety equipment to include fire extinguishers, smoke detectors, and carbon monoxide detectors. Landlord shall also replace two jalousie windows. Tenant agrees to pay for installation of electric baseboard heat and will also be responsible for payment for heating oil. Tenant shall also install and be responsible for payment for air conditioning. Tenant shall pay for installation for a keypad on the kitchen south door.

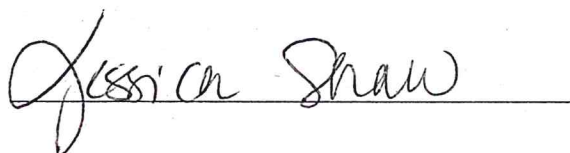
ATTEST:


DENISE PETERSON, TOWNSHIP
CLERK

MAURICE RIVER TOWNSHIP


J. ROY OLIVER, MAYOR

INSPIRA MEDICAL CENTERS, INC, A
New Jersey Non-Profit Corporation



By


Brandon
Bielowsky
VP Facilities