



Middlesex County

Adopted

Resolution: 21-577-R

Administration Building
75 Bayard Street
New Brunswick, NJ
08901

File Number: 21-577-R

Authorize Execution Of Lease Agreement Between The New Brunswick Parking Authority And The County Of Middlesex For Premises Located At 100 Kirkpatrick Street, City Of New Brunswick For A Term Of Five (5) Years Commencing July 1, 2021

WHEREAS, pursuant to N.J.S.A. 40A:12-5, the County is authorized to acquire, by lease, such lands and buildings as may be necessary for the performance of its functions, the conduct of public business and any other County purpose; and

WHEREAS, the New Brunswick Park Authority (NBPA) is the owner of 100 Kirkpatrick Street, City of New Brunswick, State of New Jersey; and

WHEREAS, the County of Middlesex and the NBPA wish to enter into a Lease Agreement for the use of building space totaling approximately 49,000 square feet of rentable area in the Premises, together with the right of use of the non-exclusive use of the walks, access roads, and land surrounding the Premises and the common areas within the building on the premises; and

WHEREAS, the County of Middlesex deems it necessary and desirable to enter into this Lease Agreement; and

WHEREAS, the term of this Lease shall be five (5) years and will commence on July 1, 2021 and the County's obligation to pay rent shall commence on January 1, 2022; and

WHEREAS, said Lease provides the County an option to renew the Lease for two (2) successive, five (5) year terms after the expiration of the initial term; and

WHEREAS, the monthly rental is calculated at the rate of \$16.00 a square foot for approximately +/- 49,000 square feet for a total of \$784,000.00 per year to be made payable in twelve (12) equal monthly installment of \$65,333.33; and

WHEREAS, the monthly rental for the extended renewal periods shall be calculated at the rate of \$16.50 per square foot for Years 6 through 10 for a total of \$808,500.00 per year and \$17.00 per square foot for years 11 through 15 for a total of \$833,000.00 per year; and

WHEREAS, said Lease is in the best interests of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Middlesex that the County shall be and is hereby authorized to enter into a Lease Agreement, upon the final review and approval in substantial form by the

May 6, 2021



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County Counsel, with the NBPA for the use of building space totaling approximately 49,000 square feet of rentable space, together with the right of use of the non-exclusive use of the walks, access roads, and land surrounding the Premises and the common areas within the building on the premises located at 100 Kirkpatrick Street, New Brunswick, New Jersey;

BE IT FURTHER RESOLVED that the Lease shall be five (5) years commencing July 1, 2021 and the County's obligation to pay rent shall commence on January 1, 2022, with two (2) successive, five (5) year options to renew after the expiration of the initial term;

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said lease on behalf of the County of Middlesex and the Clerk of this Board shall attest said lease and affix thereto the corporate seal of the County of Middlesex;

BE IT FURTHER RESOLVED that the obligations of the County shall be subject to the extent of funds available in the 2022, 2023, 2024, 2025 & 2026 Temporary Operating Budgets and the adoption of the 2022, 2023, 2024, 2025 & 2026 Final Operating Budgets;

BE IT FURTHER RESOLVED that the Clerk of this Board shall forward a certified copy of this resolution to the New Brunswick Parking Authority.

Giuseppe Pruiti, CFO

6/28/2021

Giuseppe Pruiti, CFO

6/24/2021

Approved as to form and legality

Niki Athanasopoulos, First Deputy County Counsel

5/11/2021

May 6, 2021



Middlesex County

Adopted

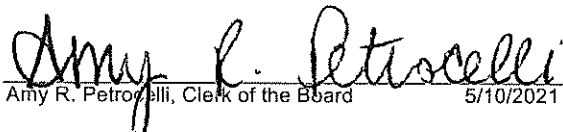
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Charles E. Tomaro, County Commissioner 5/10/2021

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Charles E. Tomaro, County Commissioner
SECONDER:	Leslie Koppel, County Commissioner
AYES:	Claribel Azcona-Barber, Charles Kenny, Leslie Koppel, Chanelle Scott McCullum, Shanti Narra, Charles E. Tomaro, Ronald G. Rios

I, Amy R. Petrocelli, Clerk of the Board of County Commissioners of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on May 6, 2021


Amy R. Petrocelli, Clerk of the Board 5/10/2021

May 6, 2021

LEASE AGREEMENT

This Lease Agreement effective July 1, 2021 is made by and between the PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK, a body public corporate and political subdivision of the State of New Jersey (hereinafter called "Landlord") and MIDDLESEX COUNTY BOARD OF COUNTY COMMISSIONERS, a municipal corporation of the State of New Jersey, having offices at 75 Bayard Street, New Brunswick, N.J. (hereinafter called "Tenant").

WITNESSETH:

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1. DEMISED PREMISES.

1.1. Landlord, for an in consideration of the terms, covenants and conditions herein contained, does hereby demise, lease and let to Tenant, and Tenant does hereby hire and take from Landlord for the term hereof subject to the terms, covenants and conditions herein contained, the certain premises located 100 Kirkpatrick Street, New Brunswick, New Jersey, commonly known as the Wellness Center, and depicted on a plan attached hereto as Schedule A (hereinafter called the "Premises"), consisting of approximately 49,000 +/- square feet located on the ground floor of the Wellness Center,(hereinafter referred to as the "Building") together with the right to the non-exclusive use of the walks, access roads, 150 parking spaces in the Wellness Parking Deck and land surrounding the Building and the common areas in the Building (sometimes hereinafter referred to together as "land and buildings" or "Building" or "Premises").

1.2. Landlord and Tenant hereby conclusively agree that the Premises have the total areas as set forth in Paragraph 1.1 and that area conclusively represents the total number of square feet of the premises for all purposes of this Lease.

1.3. Landlord hereby warrants that it and no other person or corporation has the right to lease the premises hereby demised. Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord.

1.4. Tenant agrees that at any time and from time to time at reasonable intervals, within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord and/or to such assignee or secured party as may be designated by Landlord, a certificate stating: (a) that the lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified, and identifying the modifications agreements, or if the Lease is not in full force and effect the certificate shall so state); (b) the date to which rental has been paid under the Lease; (c) whether or not there is any existing default by Tenant in the payment of any rent or other sum of money under the Lease, and whether or not there is any other existing default by either party under the Lease with respect to which a notice of default, specifying the nature and extent thereof; (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed by Tenant under the Lease; and € such other matters relating to this Lease as may be reasonably requested by Landlord or any of its aforesaid designees.

1.5. Landlord represents and warrants that the Demised Premises will be delivered in satisfactory order and repair suitable for the conduct of Tenant's business, related to all structural, mechanical, electrical, plumbing, janitorial and related services. All improvements to the Demised Premises shall be the obligation of the Tenant.

1.6. Tenant may improve or alter the interior of the Premises with prior written approval of Landlord, which shall not be unreasonably withheld or delayed. The parties acknowledge and agree that Tenant shall pay the costs and expenses associated with preparing the Tenant

improvements, known as "Fit-Up" construction costs, as more specifically set forth on the attached Schedule of "Tenant Fit-up Improvements." The parties further acknowledge and agree that Landlord shall be responsible for the costs and expenses associated with developing the plans, designs and specifications for the Tenant's Fit-Up Improvements, which is subject to the review and approval of the Tenant. Any improvements made by Tenant, shall be at the sole cost and expense of Tenant and in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* Tenant agrees that any improvements or alterations made by Tenant shall be constructed in a good and workmanlike manner. During the Term of the Lease, Tenant will maintain such improvements and alterations in good condition.

ARTICLE 2. TERM LEASE.

2.1. This Lease shall be for a term of Five (5) years, hereinafter called the "Initial Term") with Two (2), Five (5) year Lease Options to Extend the Initial Lease Term. (hereinafter called the "Extended Term"). The Two (2), Five (5) year Lease Extensions shall solely be in the discretion of the Tenant.

The Lease commences on July 1, 2021 (hereinafter called "Commencement Date") except as hereinafter set forth, and expires at the close of business on December 31, 2026, Five (5) years after said Commencement Date (hereinafter "Termination Date"), If the Lease term does not commence upon the date of the initial term, Landlord and Tenant shall extend the Commencement Date and the Termination Date of the Lease accordingly. In the event that the Landlord is delayed in giving possession herein, the Commencement Date and Termination Date of Lease shall be extended accordingly.

2.2. This Lease shall terminate on the Termination Date, unless otherwise extended in writing as set forth in Article 2.4, or any extension or renewal thereof, without the necessity of any

notice from either Landlord or Tenant to Terminate the same, and Tenant hereby waives notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Premises from a Tenant holding over to the same extent as if statutory notice had been given. To the extent Tenant fails to exercise its option to extend the initial term of the Lease, Three (3) months prior to the expiration of the Term, or any renewal or extension thereof, Landlord shall have the right to display on the exterior of the Premises a "For Rent" sign; and during such period Landlord may show the Premises to prospective tenants, upon the express and reasonable written notice to the Tenant, prior to any showing to prospective tenants during off-business hours.

2.3. If Tenant shall be in possession of the Premises after the Termination Date set forth in Article 2.1, in the absence of any agreement extending the Term hereof, the tenancy under this Lease shall become one from month to month, which either party may terminate on thirty (30) days prior written notice.

2.4 At the expiration of the initial five (5) year term, Tenant shall have the right to exercise its option to extend the Initial Lease term for up to two (2) successive, additional five (5) year terms (each, an "Extended Term") by giving the Landlord notice of its election to do so not less than three (3) months prior to the beginning of each such Extended Term. The Extended Terms shall be exercised separately and shall be on the same terms and conditions as this Lease except: (i) for Base Rent, which shall be adjusted as set forth below; and (ii) after the last exercised Extended Term there shall be no further renewals of this Lease except as agreed to in writing by Landlord and Tenant.

ARTICLE 3. RENT

3.1. Tenant covenants and agrees to pay the Landlord rent for the occupancy of the premises, which also includes 150 parking spaces, on the first day of each month commencing January 1, 2022, during the term of this Lease as follows:

Annual Basic Rent: A monthly rental rate for the five (5) years shall be arrived at by multiplying the per square foot rental figure in the amount not to exceed of \$16.00 (x) approximately +/- 49,000 square feet per annum divided by 12 and known as the monthly "Fixed Rent" in the amount of (\$65,333.33) Sixty-Five Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents, with an annual rent in the amount of \$784,000.00. The rent shall be adjusted based on the exact calculation of the square footage.

SCHEDULE OF YEARLY RENTS

Year 1 through 5:

\$16.00/sq. ft.

Monthly Rent \$65,333.33

Annual Rent \$784,000.00

Years 6 through 10:

\$16.50/sq. ft.

Monthly Rent \$67,375.00

Annual Rent \$808,500.00

Years 11 through 15:

\$17.00/sq. ft.

Monthly Rent \$69,416.66

Annual Rent \$833,000.00

3.2. Annual Basic Rental shall be payable commencing on January 1, 2022 in equal monthly installments in advance on the first day of each full calendar month during the Term. The

first rental payment to include any prorated Annual Basic Rental for the period from the date of the commencement of the Term to the first day of the first full calendar month in the Term.

3.3. The first "Rental Year" shall consist of successive periods of twelve calendar months, beginning January 1 and terminating December 31, of each year, until the termination of term of the Lease.

3.4. A. Tenant covenants to pay all rentals when due and payable, without any setoff, deduction or demand whatsoever. Any monies paid or expenses incurred by Landlord to correct violations of any of the Tenant's obligations hereunder shall be payable to Landlord as additional rental. Any additional rental provided for in this Lease becomes due with the next installment of Annual Basic Rental due after receipt of notice of such additional rental from Landlord. Rentals and statements required of Tenant shall be paid or delivered to Landlord at such other place as Landlord may from time to time designate to Tenant.

3.5. Receipt and acceptance by Landlord of any rentals, additional rentals and charges with knowledge of the breach of any covenant or condition of this Lease by Tenant shall not be deemed a waiver of such breach.

ARTICLE 4. TAX.

4.1. Landlord, as a political subdivision of the State, is currently exempt from real estate taxation pursuant R.S. 40:11A-19 but is required to make Payments In Lieu of Taxes (PILOT) for the demised premises, as per financial agreement with the City of New Brunswick. The agreement requires a Payment In Lieu Of Taxes (PILOT) equal to 10% of Rent during the first term (years 1 through 5) and second extended term (years 6 through 10) and 15% thereafter (years 11-15). This amount will be passed on to and be required to be paid by Tenant. If at a further date Landlord becomes obligated to pay taxes or elects to make a greater Payments In Lieu Of Taxes (PILOT),

Tenant shall have the right to challenge or participate in negotiations regarding the assessment of conventional taxes.

Such payments shall be paid by the Tenant in equal monthly installments as are estimated and billed by Landlord. The exact amount of such taxes or PILOT shall be adjusted annually within sixty (60) days after Landlord receives the tax or PILOT bill or statement.

ARTICLE 5. ACCEPTANCE OF PREMISES & FIT UP.

5.1. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises the condition as provided for in Paragraph 1.5, herein, subject to and following an inspection of the premises by the Tenant, and to have acknowledged that the Landlord has fully performed its obligation to deliver the Premises to Tenant for Tenant's office space uses.

ARTICLE 6. TENANT'S IMPROVEMENTS, FIXTURES AND MECHANIC LIENS

6.1. For the purpose of performing its obligations hereunder and for the purpose of performing fit up and installing its fixtures and other equipment, Tenant will be permitted to enter the Premises after Landlord delivers the Premises to Tenant on the condition the Tenant's activities are conducted in such a manner as not unreasonably to interfere with Landlord's or other tenants' Wellness Center activities.

6.2. In the event any mechanics' lien shall at any time, whether before, during or after the Term, be filed against any part of the Wellness Center by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the reasonable satisfaction of Landlord.

6.3 All "Fit-Up" Improvements constructed pursuant to Article 1.6, furniture, fixtures and apparatus owned by the Tenant and installed in the Premises shall remain the property of Tenant and may be removable at any time, including at the expiration of the Term.

ARTICLE 7. PROMPT OCCUPANCY AND USE.

7.1. Tenant will occupy the Premises upon commencement of the Term, and thereafter will continuously conduct in the Premises its business in accordance with the Permitted Use.

ARTICLE 8. OPERATION BY TENANT.

8.1. In regard to use and occupancy of the Premises, Tenant will at its expense:

- (a) Maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;
- (b) Keep any garbage, trash, rubbish or refuse in rodent-proof containers within the interior of the Premises until removed;
- (c) Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises;
- (d) Comply with all laws and ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect;
- (e) Conduct its business in all respects in a dignified manner in accordance with high standards of operation as determined by Landlord.

8.2. In regard to use and occupancy of the Premises and common facilities, Tenant will not:

- (a) Place or maintain any property, trash, refuse or other articles on the footpaths adjacent thereto or elsewhere on the exterior of the Premises as to obstruct any driveway, footpath, parking area, elevator, stairwell or any other common area;
- (b) Permit accumulations of garbage, trash, rubbish or other refuse within or without the Premises;
- (c) Cause or permit objectionable odors to emanate or be dispelled from the Premises;
- (d) Use or permit the use of any portion of the Premises for any unlawful purpose; and
- (e) Place a load upon any floor which exceeds the floor load for which the floor was designed to carry or allowed by law.

ARTICLE 9. STRUCTURAL & INTERIOR REPAIRS & JANITORIAL SERVICES.

9.1. Landlord shall make all necessary repairs to items covered in Section 1.5 regarding structural, mechanical, electrical plumbing, janitorial and related services. Any fit-out, changes or additions to the interior of the leased premises by the Tenant shall be the Tenant's sole responsibility. Except as specifically and otherwise provided in paragraphs 9.2 and 9.3 of this Article, Tenant, at its sole cost and expense and throughout the term of this Lease, shall keep and maintain the Premises, in good order and condition, and Landlord will make all repairs necessary to keep and maintain such good order and condition, whether such repairs are interior or exterior, ordinary or extraordinary, foreseen or unforeseen. When used in this Article 9, the term "repairs" shall include replacement and renewals when necessary. All repairs made shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing the building and the Premises. Landlord shall maintain all HVAC systems appurtenant to the Premises.

9.2 Landlord, throughout the term of this Lease and at Landlord's sole cost and expense, shall make all necessary repairs to the footings and foundations and the structural steel columns and girders forming a part of the Premises. Landlord shall make all structural repairs and/or replacements to the Premises and will keep the exterior of the Premises, doors, door frames, windows, casements and glass, in good repair. Tenant shall be under no liability for repair, maintenance, alteration or any other action with respect to the Premises or any part thereof, or any plumbing, electrical, HVAC or other mechanical installations therein, except as may be expressly set out in this Lease. Tenant shall pay the cost of any repairs made pursuant to this paragraph if same are occasioned by the act, omission or negligence of Tenant, its employees or invitees which constitute conditions beyond any ordinary wear and tear.

9.3 Landlord shall make all necessary repairs to the roof, walls, exterior portions of the Premises and the Building, utility lines, equipment and other utility facilities in the Building, and to any driveways, sidewalks, curbs, loading, parking and landscaped areas, and other exterior improvements on the property.

9.4 Landlord, throughout the term of this Lease and at Landlord's sole cost and expense, shall provide janitorial services to the Premises occupied by the Tenant, which includes but is not limited to the following:

- Emptying bins and taking out the trash
- General cleaning and dusting of all furniture and surfaces
- Tidying up all the areas in a commercial space
- Cleaning the restrooms and adding the supplies
- Disinfecting and sanitizing surface areas
- Performing other maintenance tasks essential for a clean, fresh office

- Mopping floors and restrooms, sweeping floors, vacuuming carpeting and managing supply inventories.
- Perform basic maintenance, such as changing light bulbs and fixing door knobs.

9.5 Upon termination of this Lease, Tenant shall return the Premises to Landlord "broom clean" and in the same condition as at the inception, reasonable wear and tear excepted. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, any additional electrical wiring which may be required in connection with Tenant's use.

ARTICLE 10. DAMAGE TO PREMISES.

10.1. Tenant will repair at its expense any damage to the Premises, or the building in which the Premises are contained, caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors; and in default of such repairs by Tenant, at the expiration of thirty (30) days after delivery of written notice to Tenant, Landlord may make the same and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as additional rent, the cost thereof.

ARTICLE 11. ALTERATIONS BY TENANT.

11.1. Tenant will not alter the exterior of the building and will not make any structural alterations to the building or any part thereof without Landlord's prior written approval of such alterations. ~~Tenant~~ Landlord agrees that any additions, alterations and improvements made by the Tenant to the Premises (lease hold improvements) shall immediately become the property of Tenant and shall remain upon the Premises in the absence of an agreement to the contrary.

Tenant further will not cut or drill into or secure any fixture, apparatus, or equipment of any kind to any part of the Premises without Landlord's prior written consent.

11.2. All alterations, renovations, improvements, and other installation, in excess of \$10,000, to be made in or on the Premises including, but not limited to, electrical, plumbing, HVAC and mechanical installation shall not be performed until plans and specifications therefore have been submitted to Landlord and Landlord has approved same in writing, which approval shall not be unreasonably withheld. The plans and specifications required hereunder and the improvements to be made pursuant hereto shall be certified and performed by a person duly qualified to do the work described in said plans and specifications in the jurisdiction wherein the premises are situated and shall comply with all applicable codes, rules, regulations and ordinances. Tenant shall be responsible for submitting all plans for City of New Brunswick building code review and securing the appropriate building permits and inspections.

ARTICLE 12. SIGNS AND ADVERTISING.

12.1. Tenant may display a sign stating the name of the establishment. Tenants sign design shall be submitted to the City of New Brunswick Planning Board for review and approval if required. Tenant shall be permitted to install the maximum signage permitted by Law. Any signage placed on exterior of building and within common areas must be approved in writing by landlord, which approval shall not be unreasonably withheld or delayed

ARTICLE 13. ROOF AND WALLS.

13.1. Landlord may make any use it desires to the roof, and all exterior walls of the building, provided that such use shall not encroach on the interior of the Premises.

ARTICLE 14. COMMON AREAS.

14.1. The common areas which may be furnished by Landlord in or near the Premises for the general common use of Tenant, their officers, agents, employees and visitors, including, pedestrian sidewalks, ramps, elevators, retaining walls, lighting facilities, common entry doors and entryways, access control system, fencing and other areas and improvements, shall at all times be subject to the exclusive control, maintenance and management of Landlord. Landlord shall have the right to establish, modify and enforce reasonable rules and regulations with respect to the common areas.

14.2. Landlord will operate and maintain the common areas which may be provided pursuant to this Article.

14.3. Landlord reserves the right in its sole discretion to change, rearrange, alter, modify, diminish or add to any or all of the common areas so long as adequate access to the Premises are made available to the Tenant.

ARTICLE 15. PAYMENT OF UTILITY CHARGES, ETC.

15.1. Tenant shall pay and discharge all such gas, electric and sewer/water meter charges (including any expenses incident to the cost of meters, if any).

15.2. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity, heating air-conditioning or other utilities and services caused by the making of any necessary repairs or improvements to the Common Areas, or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or eviction (constructive or otherwise). Landlord shall exercise best efforts to contact Tenant under these circumstances.

ARTICLE 16. INSURANCE.

16.1. The parties acknowledge that Tenant is self-insured for liability coverage pursuant to N.J.S.A. 40A:10-1 et. seq. Tenant shall provide Landlord with a Certificate of Insurance evidencing such coverage.

ARTICLE 17. INDEMNITY.

17.1. To the extent permitted by law, Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees and other professional fees in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property, occasioned wholly, or in part by, and any negligent acts or omission of Tenant, its officers, agents, contractors or employees.

17.2 To the extent permitted by law, Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees and other professional fees in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property, occasioned wholly, or in part by, and any negligent acts or omission of Landlord, its officers, agents, contractors or employees.

ARTICLE 18. INCREASE IN INSURANCE PREMIUMS:

WAIVER OF SUBROGATION.

18.1. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies reasonably acceptable to Landlord.

If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Wellness Center to be increased beyond the minimum rate from time to time applicable to the Premises for the Permitted Use or to any other property for the use or uses made thereof.

18.2. Landlord shall cause each insurance policy carried by it insuring the Premises against loss by fire or any of the casualties covered by its all-risks insurance to be written in such a manner so as to provide that the insurer waive all right of recovery by way of subrogation against Tenant in connection with any loss or damage covered by the policy. Tenant will cause each insurance policy carried by it insuring the Premises as well as the contents thereof, including fixtures, furniture, and leasehold improvements against loss by fire or any of the casualties covered by its all-risk insurance to be written in such a manner so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. Neither party hereto shall be liable to the other for any loss or damage caused by fire or any of the casualties covered by the insurance policies maintained by the other party.

ARTICLE 19. FIRE OR OTHER CASUALTY.

19.1. If the Premises shall be damaged by fire, the elements, accident or other casualty ("Casualty"), but the Premises are not thereby rendered untenable in whole or in part, Landlord shall, upon receipt of Insurance proceeds, cause such damage to be repaired, and the Annual Basic Rental and other charges shall be abated proportionately, to the extent that said abatement is covered by Landlord's rental interruption insurance, as to the portion of the Premises rendered untenable from the date of such Casualty until the Premises are rendered tenantable. The period

of time in which the Premises is rendered untenable, the Tenant shall not be liable for the payment of Rent.

In no event shall Landlord be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property, including furniture, fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease, except if there is a determination that the interruption or damage is caused by the Landlord's negligence, in which case, the Landlord will be liable for all costs and expenses associated for the interruption to Tenant's business and/or for the damage or replacement of Tenant's personal property.

19.2. If the Premises are (a) rendered wholly untenable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance, or (c) damaged in whole or in part during the last two years of the Term (or of a renewal term, if any) or (d) if building or buildings of which the Premises are a part are damaged to the extent of fifty (50%) percent or more of the rentable floor area thereof, then in any such event, Landlord may terminate this Lease by giving to Tenant notice within sixty (60) days after the occurrence of such event.

Annual Basic Rental and other charges shall be adjusted as of the date of such cancellation. In the event Landlord elects not to terminate, Landlord shall proceed with due diligence to repair the Premises.

19.3. If the building or buildings of which the Premises are a part, are so substantially damaged that it is reasonably necessary, in Landlord's judgment, to demolish such building. Landlord may demolish the same in which event the Lease shall be terminated and the rent and other charges shall be abated as if Premises were rendered untenable by a Casualty.

ARTICLE 20. CONDEMNATION & REDEVELOPMENT.

20.1. If the whole or any part of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition, to the satisfaction of the Tenant, and the Annual Basic Rental shall be reduced proportionately as to the portion of the Premises so taken. If the portion of the Premises so taken substantially impairs the usefulness of the Premises for the Purpose set forth in Article 1.7, either party may terminate this Lease as of the date when Tenant is required to yield possession. Tenant shall not be entitled to any portion of the award for the fee or leasehold of any element thereof, and the entire award shall belong to Landlord.

ARTICLE 21. INSPECTIONS BY LANDLORD.

21.1. Tenant will permit Landlord, its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry out any provisions of this Lease, provided same does not unreasonably interfere with Tenant's business.

ARTICLE 22. NO ASSIGNMENTS OR SUBLETTING.

22.1. Tenant will not assign or encumber its interest in this Lease or in the Premises, in whole or in part, nor sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall be granted in the sole discretion of the Landlord. Any attempted assignment, encumbrance, or sublease without Landlord's prior written consent shall be void and shall constitute a default under this Lease. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

ARTICLE 23. BANKRUPTCY.

23.1. If any sale of Tenant's interest in the Premises created by this lease shall be made under execution or similar legal process; or if Tenant shall be adjudicated a bankrupt or insolvent and such adjudication is not vacated within ten (10) days; or if a receiver or trustee shall be appointed over its business or property and such appointment shall not be vacated within ten (10) days; or if a petition for a corporate reorganization of Tenant or any arrangement with its creditors shall be approved by a court under the Federal Bankruptcy Act or any state bankruptcy law; or if Tenant shall make an assignment for the benefit of creditors; or if Tenant's interest under this Lease shall pass to another by operation of law, Tenant shall be deemed to have breached a material covenant and Landlord may reenter the Premises and declare this Lease and the tenancy hereby created terminated. Notwithstanding such termination, Tenant shall remain liable for all rent and damages which may be due at the time of such termination and shall be liable for the damages set forth in this Lease.

ARTICLE 24. PERFORMANCE BY TENANT.

24.1. Tenant covenants and agrees to perform all obligations herein expressed on its part to be performed, and to promptly, upon receipt of written notice specifying action reasonably desired by Landlord in connection with any such obligation (excluding the covenant to pay rent), comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of the Landlord within ~~seven (7)~~ thirty (30) days after delivery thereof. Landlord may enter upon the Premises and do the things specified in said notice. Landlord shall have no liability to Tenant for any loss or damages resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action.

Notwithstanding anything in this Lease to the contrary Landlord shall have the right to immediately enter the Premises to correct any situation which, in the sole reasonable discretion of Landlord, is deemed to be of an emergency nature. Landlord shall have no liability to Tenant for any loss or damages resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action.

ARTICLE 25. REMEDIES CUMULATIVE.

25.1. No reference to any specific right or remedy shall preclude Landlord or Tenant from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

Landlord's or Tenant's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or action, but the same shall remain in full force and effect.

ARTICLE 26. SUCCESSORS AND ASSIGNS.

26.1. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord, which consent shall be granted in the sole discretion of the Landlord, which shall not be unreasonably delayed or withheld.

ARTICLE 27. GOVERNING LAW.

27.1. This Lease shall be governed by the laws of the State of New Jersey.

ARTICLE 28. CAPTIONS.

28.1. Captions and headings are for convenience and reference only.

ARTICLE 29. BROKERS.

29.1. The parties represent and warrant that there is no claim for brokerage commissions or finder's fees in connection with the execution of this Lease. Each agrees to indemnify the other against, and hold it harmless from all liabilities, arising from, any other broker fees (including, without limitation, the cost of counsel fees in connection therewith).

ARTICLE 30. WRITTEN MODIFICATION.

30.1. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease may only be modified by a writing signed by all of the parties hereto or their duly authorized agents.

ARTICLE 31. SEVERABILITY.

31.1. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as of which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced.

ARTICLE 32. NOTICES.

32.1. Any notices required or authorized to be sent pursuant to the provisions hereof shall be sent to the parties as follows:

(A) To Landlord at:

Attn: Executive Director, Mitch Karon.
New Brunswick Parking Authority
106 Somerset Street, 6th floor
New Brunswick, New Jersey 08901

(B) To Tenant at:

Attn.: John A. Pulomena, County Administrator
Middlesex County Administrator's Office
With a copy to: Office of County Counsel
County of Middlesex
75 Bayard Street
New Brunswick, New Jersey 08901

or such other addresses as shall be designated by the parties hereto upon written notice.

Notices shall be effective when: deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, faxed with acknowledgement of receipt, or delivered by messenger or document delivery service, such as UPS or Fed Ex.

ARTICLE 33. NO DISCRIMINATION.

33.1. Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of race, creed, color, sex, sexual orientation, marital status, national origin or ancestry of such person or group of persons.

ARTICLE 34. LEASE EXTENSION.

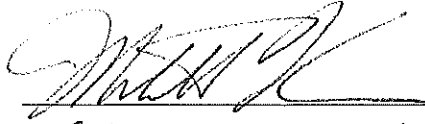
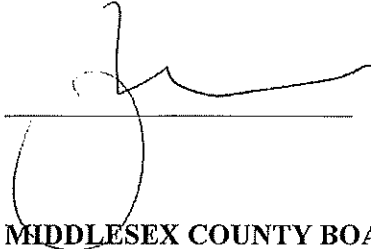
34.1. Two (2) Five (5) Year Lease Extensions at the discretion of the Tenant, pursuant to Article 2, hereinafter.

ARTICLE 35. CORPORATE TENANCY.

35.1. If Tenant is a corporation the undersigned officers of Tenant hereby warrant and certify to Landlord that Tenant is a corporation in good standing and duly organized under the laws of the State of New Jersey. The undersigned representative of Tenant hereby further warrant and certify to Landlord that they are officers of the corporation and as such are authorized and empowered to bind the corporation to the terms of this Lease by their signatures hereto.

WITNESS:

NEW BRUNSWICK PARKING AUTHORITY, Landlord:


EXECUTIVE DIRECTOR

MIDDLESEX COUNTY BOARD OF COUNTY COMMISSIONERS, Tenant:

DocuSigned by:

Amy Petrocelli, Clerk

DocuSigned by:
Ronald G. Rios
Ronald G. Rios, Director

Approved as to form and legality

DocuSigned by:

Niki Athanasopoulos
First Deputy County Counsel

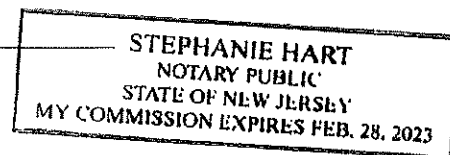
STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on the 23 of June 2021, before me, the subscribers, personally appeared whom, I am satisfied are the persons who signed the within instrument as Secretary and Executive Director of the Corporation named therein and they thereupon acknowledged the said instrument and delivered same as officers and as the voluntary act and deed of the Secretary and Executive Director of the New Brunswick Parking Authority.

Stephanie Hart



STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on the 22nd day of June, 2021 before me, the subscribers, personally appeared whom, I am satisfied are the persons who signed the within instrument as Clerk of the Board and County Commissioner Director of the County of Middlesex, named therein and they thereupon acknowledged the said instrument and delivered same as officers and as the voluntary act and deed of the Clerk of the Board and the County Commissioner Director of the Middlesex County Board of County Commissioners.

DocuSigned by:

Niki Athanasopoulos

5302637CBA7A4A8
Niki Athanasopoulos, Esq.
First Deputy County Counsel