ORDINANCE O.2117-2021

EXPLANATION: An Ordinance authorizing a lease for storage of Township vehicles and equipment

ORDINANCE OF THE TOWNSHIP OF EDISON AUTHORIZING A LEASE OF CERTAIN PREMISES LOCATED AT 212 DURHAM AVENUE, IN THE BOROUGH OF METUCHEN, NEW JERSEY, FOR STORAGE OF MUNICIPAL VEHICLES AND EQUIPMENT, AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT ASSOCIATED THEREWITH

WHEREAS, Metuchen Acquisition Realty, LLC is the owner of certain premises located at 212 Durham Avenue, in the Borough of Metuchen (the "Premises); and

WHEREAS, the Premises consists of approximately 9,975 square feet of space; and

WHEREAS, the Township of Edison (the "Township") has an immediate, emergent need of temporary storage for its vehicles and equipment during the winter season, and wishes to acquire an interest in the Premises by way of a lease agreement with Metuchen Acquisition Realty, LLC, effective on or about December 1, 2021 in order to provide for storage for such vehicles and equipment; and

WHEREAS, the Lease Agreement shall be on a monthly basis, not to exceed four (4) months, at a monthly rental amount of $8,911.00 gross for the Premises, which includes all utilities; and

WHEREAS, the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., and specifically, N.J.S.A. 40A:12-5(a)(1), authorizes a municipality, by ordinance, to provide for the acquisition of any real property by purchase or lease; and

WHEREAS, consistent with the foregoing, the Mayor and Township Council wish to authorize the execution of a Lease Agreement, effective on or about December 1, 2021, with Metuchen Acquisition Realty, LLC, on behalf of the Township, for the public purposes set forth above, in a form satisfactory to the Township Attorney.

NOW THEREFORE BE IT ORDAINED, by the Municipal Council of the Township of Edison, in the County of Middlesex, State of New Jersey, as follows:

1. That the Mayor is hereby authorized and directed to execute, and the Township Clerk to attest, a Lease Agreement between the Township of Edison and Metuchen Acquisition Realty, LLC regarding the Premises, so that the Township may rent the Premises for the public purposes referenced above. Said Lease Agreement shall be consistent with the representations referenced above, and shall be in a form satisfactory to the Township Attorney.

2. The Lease Agreement shall be effective on or about December 1, 2021.

3. That this Ordinance shall take effect in accordance with all applicable laws.

THIS IS TO CERTIFY that this is a true and compared copy of an Ordinance adopted by the Municipal Council of the Township of Edison at their Combined Meeting of September 22, 2021.

Cheryl Russomanno, RMC
Municipal Clerk

Lease Agreement

This Lease Agreement (the "Lease"), made this 1st day of October 2021, between

Metuchen Realty Acquisition, L.L.C., with principal office at 2650 Westview Drive, Wyomissing, PA 19610 the "Landlord",

-and-

Township of Edison New Jersey having an address at 100 Municipal Boulevard, Edison, NJ 08817 ,individually and/or collectively the "Tenant".

1. **Warehouse, Building, Common Area, Parking Area.**

(a) **Warehouse/Office**

(i) **Warehouse/Office**. The Landlord leases to the Tenant, and the Tenant leases from the Landlord, in accordance with the provisions of the Lease, the warehouse storage space designated as a portion of Building 3(the "Building"), situated at the property commonly known and designated as 212 Durham Avenue, Borough of Metuchen, Middlesex County, New Jersey, which Building, together with all other buildings, as well as the property commonly known and designated as 212 Durham Avenue, Borough of Metuchen, Middlesex County, New Jersey, and the driveways and parking areas thereon, comprise the industrial center (the "Business Park").

(ii) **Number of Square Feet**. For the purposes of the Lease, the Warehouse is approximately 9,975 square feet of the Building, as measured from the exterior of the outside walls of the Building to the center line of the common walls of the Building. The Landlord shall have the right, without the obligation, to re-measure the Building following the commencement of the Lease by an AIA architect, in which event, that measurement shall be conclusive of the size of the Building. If, the measurement varies from that set forth above, then the parties shall execute an amendment to the Lease, setting forth, and accounting for, the new measurement.

(b) **Common Area**. During the Lease term, the Tenant has the right to use the Common Area of the Building in common with others in the Building and shall also have the right, to use in common with others in the Business Park, the means of ingress and egress providing access to and from the Business Park. The

"Common Area" of the Building consists of the Building public entrances, lobby, elevators, stairways, hallways, and lavatories, if applicable, but does not include the basement space of the Building, if applicable. Landlord shall have the right, in Landlord's sole and absolute discretion, to modify, add to, diminish, or reconfigure the Common Area.

(c) **Use of Parking Area**. During the Lease term, the Tenant shall have the right to use parking spaces at the Business Park, to be used in common with others at the Business Park. Notwithstanding anything to the contrary, the Landlord shall have the right, at any time, to designate certain parking spaces in the Business Park for the exclusive use of any tenant at the Business Park.

(d) **Accurate Survey**. The Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way and restrictions of record.

2. **Term of Lease**.

(a) **Commencement Date and Expiration Date**. The Lease term shall be Four (4) months, commencing on December 1, 2021 (the "Commencement Date"), and remaining in force until March 31, 2022 (the "Termination Date"). If, for any reason, the Landlord shall be unable to deliver possession of the Warehouse/Office to the Tenant on the Commencement Date, then the Commencement Date shall be postponed to such day as the Landlord shall be able to deliver possession, and if such date shall be a day other than the first day of a calendar month, then the Lease term shall be extended by the number of days from such date to the first day of the following calendar month (which later date is referred to in this Lease as the "Commencement Date"), and the Lease term shall end four (4) months after the Commencement Date, which date shall be deemed the Expiration Date. In such case, the Tenant shall pay the Landlord the pro rata fixed rent, additional rent and any other sums required of the Tenant under the Lease, for the period from the date the Office is delivered to the Tenant to the Commencement Date.

(b) **Estoppel Certificate of Tenant**. The Tenant shall, within ten (10) days after demand of the Landlord, execute, acknowledge and deliver to the Landlord, a statement in writing, addressed to the Landlord, certifying: (i) 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, stating the modifications); (ii) the dates to which the fixed rent and additional rent required of the Tenant under the

Lease have been paid; (iii) whether any default exists in the performance of any of the provisions of the Lease applicable to the Landlord, and if so, specifying the default; (iv) the Commencement Date; and (v) any other information the Landlord may request. The Tenant acknowledges that the written statement of the Tenant may be relied upon by the Landlord, or a mortgagee or a purchaser of the Building or the Business Park, and upon request, the statement of the Tenant shall also be addressed to such party.

3. **Rent for the Warehouse/Office**.

(a) **Monthly Fixed Rent for the Term**. The Tenant shall pay the Landlord monthly fixed rent for the Warehouse/Office in the amounts set forth below on the first day of each month in advance, with the exception that the first installment of monthly fixed rent shall be paid upon signing the Lease:

Lease Period	Monthly Base Rent
Months 1 through 4, inclusive	$8,911.00

(b) **Place and Form of Payment of Rent and Additional Rent**.

The payment of fixed rent and additional rent, as applicable, due from the Tenant under the Lease, shall be paid by the Tenant to the Landlord at the address of the Landlord specified at the head of the Lease, or at such other place as the Landlord may notify the Tenant. The fixed rent and additional rent, as applicable, shall be paid by the Tenant to the Landlord when due and without the need of notice or demand from the Landlord.

(c) **Additional Rent Based Upon Late Payment**. If the Tenant defaults, for more than five (5) days in the payment of any installment of monthly fixed rent or additional rent, or any other sum required of the Tenant under the Lease, or if the Tenant, within five (5) days after demand from the Landlord, fails to reimburse the Landlord for any expenses incurred by the Landlord pursuant to the Lease, then the Tenant shall pay the Landlord, as additional rent, a late charge of 10% of the sum due. The Tenant acknowledges that the late charge is provided to ensure the Tenant's prompt payment of the fixed rent and additional rent when due so as to enable the timely payment by the Landlord of the expenses of the Business Park, to avoid the possibility of forfeiture, interest charges or penalties, additional management expenses to collect the fixed rent and additional rent, and to avoid the impairment of the Landlord's credit worthiness.

(d) **The Landlord's Legal Expenses in Enforcing the Lease and Brokerage Commissions.**

The Tenant shall pay the Landlord, as additional rent, all reasonable attorney's fees and costs incurred by the Landlord in enforcing the Tenant's obligations under the Lease, within thirty (30) days of demand by the Landlord, regardless of whether a court proceeding is commenced to enforce the Tenant's obligations. If the Landlord re-enters and re-possesses the Warehouse/Office or otherwise terminates the Lease due to a default of the Tenant under this Lease, the Tenant shall also pay the Landlord, as additional rent, an amount equal to the real estate brokerage commission, if any, incurred by the Landlord in effecting the Lease, multiplied by a fraction, the numerator of which shall be the number of unexpired full or partial months remaining in the Lease term, from and after the date of the Tenant's default, and the denominator of which shall be the number of months of the Lease term.

(e) **Additional Rent Based on Other Sums.** The Tenant shall pay the Landlord, as additional rent, all other sums of money on the Tenant's part to be paid pursuant to the terms, covenants, and conditions of the Lease.

(f) **Additional Rent Based Upon Taxes Based on Rent.**

If at any time during the term of the Lease, a tax or charge shall be imposed by the State of New Jersey or the county or municipality in which the Warehouse/Office is located, pursuant to any future law, which tax or charge shall be based upon the fixed rent and/or additional rent due or paid by the Tenant to the Landlord, then the Tenant shall pay the Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by the Tenant of any income taxes assessed against the Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer due from the Landlord.

(g) **No Setoff; Application and Effect of Payment of Rent.**

(i) **No Setoff.** The Tenant shall pay the Landlord the fixed rent and additional rent without abatement, deduction, or setoff, and irrespective of any claims that the Tenant may have against the Landlord; and this provision is independent of any other provision of the Lease.

(ii) **Application and Effect of Payment**. No payment by the Tenant or receipt by the Landlord of an amount less than the fixed rent or additional rent due under the Lease shall be deemed anything other than a payment on account of the earliest of those sums due from the Tenant under the Lease. No endorsement or statement on any check or any letter accompanying any check for the payment of fixed rent or additional rent shall be deemed an accord and satisfaction by the Landlord, and the Landlord may accept any payment from the Tenant without prejudice to the Landlord's right to recover the balance due, and without prejudice to the Landlord to pursue any right or remedy provided to the Landlord under the Lease or by Law.

(iii) **Non-Payment of Additional Rent**. In the event of a default by the Tenant in the payment of the additional rent, the Landlord shall be entitled to the same rights and remedies that the Landlord has for the non-payment of the fixed rent by the Tenant.

(h) **Security**.

(i) **Amount of Security**. Simultaneously with the execution and delivery of the Lease, the Tenant shall deposit with the Landlord, the sum of Five Thousand Dollars and 00/100 ($5,000.00), as security for the performance by the Tenant of the Tenant's obligations under the Lease.

(ii) **Return of Security**. The Tenant shall not have the right to apply the security to the payment of fixed rent or additional rent due under the Lease. The security shall be returned to the Tenant, without interest, after the Expiration Date, provided that the Tenant has fully and faithfully performed all of the provisions of the Lease applicable to the Tenant and delivered possession of the Warehouse/Office to the Landlord.

(iii) **Application of Security**. During the Lease term, the Landlord may, if the Landlord so elects, have recourse to the security to make good any default by the Tenant and for any sum which the Landlord may expend by reason of the Tenant's default, in which event the Tenant shall, within ten (10) business days of demand of the Landlord, restore the security to its full amount. The failure of the Tenant to restore the security to its full amount shall entitle the Landlord to all of the same rights and remedies the Landlord has for the non-payment of the fixed rent by the Tenant.

(iv) **Security Runs with the Land**. The

Landlord shall assign or transfer the security to any subsequent owner or holder of the title to the Building, in which event the assignee shall become solely obligated for the repayment of the security to the Tenant and the assignor shall be released of the obligation to return the security. The above provisions shall be applicable to every transfer or sale of title to the Building.

(v) **No Mortgage on Security**. The Tenant shall not assign or encumber the security.

(i) **Rent Reserved**. The total fixed rent reserved under the Lease is Thirty-five Thousand Six Hundred Forty-four and 00/100 ($35,644.00) dollars, plus all additional rent and other sums referred to in the Lease.

(j) **Survival**. The provisions of this paragraph 3 shall, as applicable, survive the expiration or earlier termination of the Lease.

4. **Use**.

(a) **Warehouse/Office Use**. The Tenant represents, warrants, and covenants that it shall use and occupy the Warehouse/Office for related purposes only, and for no other purpose. The Tenant warrants and represents to the Landlord that during the term of the Lease, the Tenant's use and occupancy of the Warehouse/Office shall not be subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA"). The Tenant shall, at the Tenant's own expense, apply for, obtain, and deliver to the Landlord, a Certificate of Occupancy with respect to the Warehouse/Office, based upon the uses set forth above, from the appropriate authority of the Borough of Metuchen, prior to the Commencement Date of the Lease. The Tenant shall not alter the use of the Warehouse/Office. In the event that the Tenant alters the use of the Warehouse/Office, then such action of the Tenant shall constitute a default under the Lease.

(b) **Adverse Use**. The Tenant shall not allow anything to be kept in the Warehouse/Office, and shall not do, or omit to do, anything which shall: (i) violate any Law or requirement of public authorities having jurisdiction over the Building or Business Park; (ii) cause any structural or other damage to the Building or Business Park; (iii) interfere with the normal operations of the elevators, heating, air conditioning (if any), ventilating, plumbing, sprinkler and other mechanical, electrical or other systems of the Building, or of any part of the Business Park; (iv) constitute a private or public nuisance; (v) alter the appearance of the exterior or interior of the Building or any other part of the Business Park or (vi)unreasonably annoy, inconvenience, or disrupt the operations or tenancies of other tenants or users of the Building or Business Park, including, but not limited to causing or allowing any unreasonable or objectionable noise, light or odor to emanate from the Warehouse/Office. The Tenant shall not keep any "Contaminants" (as hereinafter defined in paragraph 10(a) below) in the Warehouse/Office, nor shall the Tenant operate or maintain any electrical equipment in the Warehouse/Office which does not bear Underwriters Laboratory approval. The Tenant shall not use the Warehouse/Office for any use which creates an extra hazardous use on account of fire or other danger or casualty, nor which increases the insurance premiums which the Landlord or the other tenants in the Building or the Business Park, or both, pay for fire and liability insurance; nor shall the Tenant use the Warehouse/Office in any manner which shall render the Building or the Business Park, or both, uninsurable.

(c) **Exemption from Licensure**. Tenant represents and warrants to Landlord that it is not currently and, further represents, warrants, and covenants that at no time during the Lease term shall it be subject to licensure pursuant to the Child Care Center Licensing Act, N.J.S.A. 30:5B-1 through 30:5B-15, together with any amendments thereto and regulations promulgated thereunder. Failure to comply with this Section 4 (c) shall constitute a default without any obligation to provide any notice thereof or any opportunity to cure.

5. **Tenant's Electric Use**. The Tenant's use of electric in the Warehouse/Office shall not exceed the capacity of the electrical conductors, machinery and equipment serving the Warehouse/Office. In order to ensure that the capacity is not exceeded and to advert any possible adverse effect upon the Building's electric service, the Tenant shall not, without the Landlord's prior written consent in each instance, connect any additional machinery, appliances or equipment to the Building's electric distribution system, or add to the Tenant's machinery, appliances or equipment, other than an insubstantial number of electric typewriters, small computers, calculators, electric office equipment or equipment of equivalent nature and immaterial consumption of electric.

6. **Condition, Repair, Maintenance and Care of Warehouse/Office and the Building.**

(a) **Landlord's Obligations**. The Landlord shall make structural repairs and maintain the exterior and interior of the Building Common Area, as well as the other common areas of the Business Park, and keep them in good order and condition. The Landlord shall maintain in good condition and make all repairs to the electric, sprinkler, heating, air conditioning (if any) and ventilating systems serving the Building. The Tenant shall promptly notify the Landlord of the need of any repairs, and the Landlord shall have no obligation to undertake any action required of the Landlord under this subparagraph (a) without prior notice from the Tenant. The Landlord shall be permitted to enter the Warehouse /Office, or any portion thereof, at any time, in order to comply with the provisions of this paragraph, and thereafter, in the event of an emergency, including, without limitation, those occasions where the health, safety or welfare of the Tenant or any other tenant of the Business Park is at risk. The foregoing shall not, however, be deemed to obligate the Landlord to undertake any activities, or provide any services not otherwise expressly provided for elsewhere in this Lease.

(b) **Tenant's Obligations**.

(i) **Condition of Warehouse/Office**. The Tenant acknowledges examining the Warehouse/Office prior to the Commencement Date and accepts the Warehouse/Office "as is" and enters into the Lease without any representations or warranties on the part of the Landlord as to the condition of the Warehouse/Office, the Building, or the Business Park. The Tenant releases the Landlord, its shareholders, officers, directors, partners, members, employees and agents from all claims, liabilities, losses, damages, and costs, and covenants not to sue the Landlord with respect to the environmental condition of the Warehouse/Office, the Building, and the Business Park regardless of whether the claim now exists or is hereafter enacted or promulgated.

(ii) **Tenant's Repair, Maintenance and Care of the Warehouse/Office**.

The Tenant shall, at the Tenant's own expense, take good care of and maintain the Warehouse/Office, including, without limitation, the lights and lighting fixtures, the doors, windows, apertures, fixtures, improvements. Tenant is responsible for janitorial services performed within tenant demised premises.

(iii) **No Obstructions by the Tenant**. The Tenant shall not store or place any materials of any kind or nature, or any obstructions, in the Common Area of the Building, in any other public portions of the Building, or on the sidewalks, driveways, parking or other common areas which form part of the Business Park.

(iv) **Floor Load and Elevator Load**. The Tenant shall not place a load on the floor of the Warehouse/Office, or (if applicable), the elevators of the

Building which exceeds the load per square foot which the floor of the Warehouse/Office or the elevator is designed to carry, and which is allowed by Law. All machines and equipment installed and used by the Tenant in the Warehouse/Office must be so placed, at the Tenant's own expense, so as to eliminate the transmission of noise, vibration, electrical or other interference from the Warehouse/Office to any other area of the Building. The Tenant shall not move any safe, heavy equipment or bulky matter in or out of the Building without the Landlord's prior written consent. If the movement of such items requires special handling, the Tenant shall employ only those persons expert in doing such work and all the work must be done in full compliance with Law. The moving must occur during hours which least interfere with the normal operations of the Business Park.

(v) **Tenant's Agent**. If the Tenant entrusts any of its property to any employee of the Landlord, such employee shall be deemed to be acting as the Tenant's agent with respect to the property, and the Landlord shall not be liable for any damage or loss to the property for any reason.

(vi) **Damage Caused by Tenant**. Notwithstanding any contrary provisions set forth in this Lease, any damage to the Business Park, of which the Warehouse/Office is a part, including, but not limited to, the Building or its systems, the improvements, caused by the Tenant or the "Tenant's Representatives" (as defined in paragraph 10(c)(v) below), shall be promptly paid for by the Tenant as additional rent.

7. **Surrender of Warehouse/Office**. On the Expiration Date or any sooner termination of the Lease, the Tenant shall deliver up the Warehouse/Office to the Landlord, broom clean, in good condition and state of repair, wear and tear from reasonable use excepted.

8. **Services and Equipment**.

(a) **Landlord's Services**.

(i) **Building**. The Landlord shall provide Building elevator service from 8:00 a.m. to 6:00 p.m., Monday through Friday, holidays excepted (the "Normal Business Hours"); provide, during Normal Business Hours, hot and cold water and supplies for the Building public lavatories and keep them clean and in good working order; keep the Building and Building public entrances, lobby, elevators, stairways and hallways in reasonable repair with lighting when and where necessary; keep the Business Park landscaping in reasonable appearance and condition; and keep the Business Park parking areas and driveways in reasonable condition and free of debris and snow, with lighting, when and where necessary.

(b) **Additional Services**. If the Tenant uses the Warehouse/Office other than during Normal Business Hours, then the Tenant shall pay the Landlord, as additional rent, the cost of utilities and other services so furnished, based upon the rate schedule set forth in Exhibit A annexed.

(c) **Reimbursement for Excess Refuse**. The Tenant shall pay the Landlord, as additional rent, the cost to the Landlord of removal from the Warehouse/Office of any refuse of the Tenant, in excess of normal office refuse.

(d) **Default**. Nothing provided in subparagraphs (a) and (b) above shall require the Landlord to furnish any services to the Tenant in the event of a default by the Tenant under the Lease.

9. **Insurance.**

(a) **Tenant's Insurance.**

(i) **Fire Insurance Coverage**. The Tenant assumes the obligation to ensure the Tenant's trade fixtures and the "Tenant's Property" (as hereinafter defined in paragraph 20(a) below).

(ii) **Liability Insurance Coverage.** The Tenant shall, at the Tenant's own expense, obtain and keep in full force during the term of the Lease, from the Commencement Date or any earlier entry into the Warehouse/Office by the Tenant, which shall include, without limitation, commercial general liability insurance for (A) contractual liability in connection with the Tenant's indemnity of the Landlord under the Lease, (B) coverage for terrorist acts, if such coverage is commercially reasonably available, and (C) liability, or claims of liability, for bodily injury, death or property damage, arising out of, occasioned by or resulting from any accident or other occurrence in or about the Warehouse/Office, including, without limitation, any sidewalks, parking areas, driveways or other common areas of the Business Park. The insurance shall provide for coverage of not less than $1,000,000 for any single occurrence and name the Landlord as an additional insured. The Landlord may request an increase in the limits of this insurance if circumstances at the time reasonably warrant an increase. The Tenant shall deliver a certificate of the liability insurance to the Landlord, together with evidence of payment of the premium, on or before the Commencement Date. At least fifteen (15) days prior to the expiration or termination date of any policy, the Tenant shall deliver to the Landlord, a renewal or replacement certificate of liability insurance, together with proof of payment of the premium. The certificate of insurance shall contain a provision that thirty (30) days' notice shall be given to the Landlord by the insurance carrier prior to any cancellation, modification, or amendment to the liability insurance policy.

(b) **Compliance with Insurance Regulations.** The Tenant shall not permit anything to be done in or about the Warehouse/Office which shall invalidate or be in conflict with the Landlord's insurance covering the Building and the Business Park. The Tenant shall, at the Tenant's own expense, comply with all requirements of the Landlord's insurance carriers providing insurance coverage for the Business Park. The Tenant shall not permit anything to be done in the Warehouse/Office or bring or keep anything in the Warehouse/Office or use the Warehouse/Office in any manner which increases the rate of insurance for the Building or Business Park.

(c) **Tenant Caused Increases.** If, because of any act or omission of the Tenant, the rate of liability, fire and extended coverage insurance, or any other insurance on the Building or Business Park, or any other insurance of any other tenant in the Building or the Business Park, is increased, the Tenant shall, upon demand of the Landlord, reimburse the Landlord and the other tenants for the increased insurance premiums charged to the Landlord or the other tenants.

(d) **Waiver of Subrogation - Tenant's Release.** The Tenant releases the Landlord from any liability arising out of a loss covered by fire and extended coverage insurance, or any other type of insurance ensuring the Tenant's trade fixtures, and the Tenant's Property at the Warehouse/Office. The Tenant shall, on or before the Commencement Date or any earlier entry into the Warehouse/Office by the Tenant, and on or before the renewal or replacement of the insurance policies, furnish the Landlord with a certificate from each insurance carrier, waiving their right of subrogation.

10. **Laws, Environmental Laws, Rules and Regulations.**

(a) **Tenant's Compliance with Laws.** The Tenant shall, at the Tenant's own expense, comply with all laws, orders, ordinances, directives, requirements, rules, and regulations, now or hereafter existing, of any federal, state, county, and municipal authority (the "Laws"), applicable to the

Warehouse/Office, the Tenant, the Tenant's use of or operations at the Warehouse/Office, or all of them.

(b) **Notice of Violations of Laws**. If the Tenant receives notice of any violation of any present or future Laws, including, without limitation, Environmental Laws, the Tenant must give prompt notice of it to the Landlord.

(c) **Tenant's Compliance with Environmental Laws**.

(i) **Compliance with Environmental Laws**. The Tenant shall, at the Tenant's own expense, promptly comply with each and every federal, state, county and municipal environmental law, ordinance, rule, regulation, order, directive and requirement, now or hereafter existing ("Environmental Laws"), applicable to the Warehouse/Office, the Tenant, the Tenant's use of or operations at the Warehouse/Office, or all of them.

(ii) **ISRA Compliance**. In the event the Landlord, without the obligation to do so, permits a use of the Warehouse/Office which is subject to "ISRA" (as defined below) then the Tenant shall, at the Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the regulations promulgated thereunder and any amending or successor legislation and regulations ("ISRA") prior to the expiration or earlier termination of the Lease. If ISRA is not applicable to the Tenant's operations, then the Tenant shall, at the Tenant's own expense, obtain a letter of non-applicability from the New Jersey Department of Environmental Protection, prior to the expiration or earlier termination of the Lease.

(iii) **Information to Landlord**. At no expense to the Landlord, the Tenant shall promptly provide all information and sign all documents requested by the Landlord with respect to compliance with Environmental Laws.

(iv) **Landlord Audit**. The Tenant shall permit the Landlord and its representatives access to the Warehouse/Office, from time to time, to conduct an environmental compliance audit, which shall be paid for by the Tenant, as additional rent, upon demand, if any violation of Law or a breach of the Lease shall be found to exist.

(v) **Tenant Remediation**. Should any investigation reveal the existence of any spill, discharge or placement of Contaminants in, on, under, or about, or migrating from or onto the Warehouse/Office, the Building or the Business Park, as a result of the action or omission of the Tenant or a Tenant Representative, then, in addition to being in default under the Lease and the Landlord having all rights and remedies available to the Landlord under the Lease and by Law by reason of such default, the Tenant shall, at the Tenant's own expense, in accordance with Environmental Laws, undertake all action required by the Landlord and any governmental authority, including, without limitation, promptly obtaining and delivering to the Landlord an unconditional No Further Action Letter. For purposes of the Lease, the term "Tenant's Representative" shall mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, sublessee, or invitee of the Tenant, or any third party other than the Landlord, or another tenant of the Business Park, or a shareholder, officer, director, member, partner, employee, agent, licensee, assignee, sublessee, or invitee of such other tenant. In no event shall any of the Tenant's remedial action involve engineering or institutional controls, a groundwater classification exception area or well restriction area, without the Landlord's prior written consent. Promptly upon completion of all required investigatory and remedial activities, the Tenant shall, at the Tenant's own expense, to the Landlord's satisfaction, restore the affected areas of the Warehouse/Office, the Building, or the Business Park, as the case may be, from any damage or condition caused by the investigatory or remedial work.

(vi) **Environmental Questionnaire.** Contemporaneously with the signing and delivery of the Lease, and thereafter upon renewal of the Lease, if at all, the Tenant shall complete, execute, and deliver to Landlord an environmental questionnaire in form and substance satisfactory to Landlord. The Tenant represents and warrants that it shall accurately and truthfully complete the environmental questionnaire. In the event that the Landlord discovers that the Tenant did not fully disclose or inaccurately disclosed information on the environmental questionnaire, then the Tenant shall be deemed to be in default under the Lease.

(vii) **Environmental Documents and Conditions.**

For purposes of this paragraph, the term "Environmental Documents" shall mean all environmental documentation concerning the Warehouse/Office, the Building or the Business Park, or their environs, in the possession or under the control of the Tenant, including, without limitation, plans, reports, correspondence and submissions. During the term of the Lease and subsequently, promptly upon receipt by the

Tenant or the Tenant's Representatives, the Tenant shall deliver to the Landlord all Environmental Documents, whether currently or hereafter existing. In addition, the Tenant shall promptly notify the Landlord of any environmental condition of which the Tenant has knowledge, which may exist in, on, under, or about, or may be migrating from or onto the Building or the Business Park.

(viii) **Landlord's Right to Perform Tenant's Obligations**.

Notwithstanding anything to the contrary set forth in the Lease, in the event, pursuant to the Lease, the Tenant is required to undertake any sampling, assessment, investigation or remediation with respect to the Warehouse/Office, the Building or the Business Park, as the case may be, then, at the Landlord's discretion, the Landlord shall have the right, upon notice to the Tenant, from time to time, to perform such activities at the Tenant's expense, and all sums incurred by the Landlord shall be paid by the Tenant, as additional rent, upon demand.

(ix) **Indemnity**. The Tenant shall indemnify, defend and hold harmless the Landlord, the Landlord's officers, directors, shareholders, employees and personal or legal representatives from and against any and all claims, liabilities, losses, damages, penalties and costs, foreseen or unforeseen, including, without limitation, counsel, engineering and other professional or expert fees, which an indemnified party may incur resulting directly or indirectly, wholly or partly from the Tenant's actions or omissions with regard to the Tenant's obligations under this paragraph 10.

(x) **Survival**. This paragraph 10 shall survive the expiration or earlier termination of the Lease. The Tenant's failure to abide by the terms of this paragraph 10 shall be restrainable or enforceable, as the case may be, by injunction.

(xi) **Interpretation**. The obligations imposed upon Tenant under subparagraphs (ii) through (x) above are in addition to and are not intended to limit, but to expand upon, the obligations imposed upon the Tenant under paragraphs 10(a) and 10(c)(i). As used in this paragraph, the term "Contaminants" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant, contaminant, petroleum, petroleum by-products or derivatives, asbestos, and polychlorinated biphenyls, as defined or referred to in any Environmental Laws. Where a law or regulation defines any of these terms more broadly than another, the broader definition shall apply.

(d) **Environmental Disclosure**. The Landlord is presently conducting, at its expense, on-going Remediation of the Business Park. Neither the Tenant nor the Tenant's Representatives shall interfere with the Landlord's Remediation of the Business Park. The Landlord shall have the right to complete the Remediation in the most cost-effective manner possible, including, without limitation, the use of any deed notice, and the Tenant takes the Warehouse/Office subject to, and shall, to the extent applicable, comply with and not violate the terms of any deed notice. The Tenant shall sign all documents presented to the Tenant by the Landlord to complete the Landlord's Remediation of the Business Park.

(e) **Rules and Regulations**.

(i) **Observance**. The Tenant, and the Tenant's Representatives shall observe and comply with the rules and regulations established by the Landlord (the "Rules and Regulations"). The Landlord has the right, from time to time, during the term of the Lease, to make reasonable changes and additions to the Rules and Regulations, provided the changes and additions are also applicable to the other tenants of the Building and Business Park.

(ii) **Enforcement**. Any failure of the Landlord to enforce any present or future Rules and Regulations, either against the Tenant or any other tenant of the Building or the Business Park shall not constitute a breach by the Landlord under the Lease or a waiver of the Rules and Regulations, but any Rule or Regulation not generally enforced against the other tenants of the Building or the Business Park shall not be discriminatorily enforced against the Tenant.

11. **Alterations, Additions, and Improvements.**

(a) **No Alterations, Additions or Improvements Permitted Without Landlord's Consent.**

Without the written consent of the Landlord, no alterations, additions, or improvements shall be made by the Tenant in or to the Warehouse/Office, or the climate regulating, air conditioning (if any), ventilating, heating, plumbing, electric or sprinkler systems in or about the Warehouse/Office, and no television or radio antennas or roof type devices shall be installed by the Tenant on the roof of the Building. Nothing in this subparagraph obligates the

Landlord to consent to any alteration, addition or improvement requested by the Tenant. Any alterations, additions or improvements shall be coordinated through the Landlord's managing agent and shall be made by contractors approved by the Landlord in writing.

(b) **Alterations, Additions, and Improvements Become the Property of the Landlord.**

All alterations, additions and improvements installed by the Tenant in the Warehouse/Office, shall immediately become the property of the Landlord. However, if the Landlord requests the removal, at the Expiration Date or any sooner termination of the Lease, of any of the alterations, additions or improvements installed by the Tenant, the Tenant shall promptly remove the alterations, additions, or improvements, and restore the Warehouse/Office to its original condition, at the Tenant's own expense.

12. **Assignment, Subletting, Mortgaging.** The Tenant shall not by operation of Law or otherwise, assign, mortgage or encumber the Lease, or sublet or permit all or any part of the Warehouse/Office to be used by others. If the Tenant is a corporation or a limited liability company, the sale or transfer of its shares, or units of membership, as the case may be, shall be deemed an assignment in violation of the Lease, unless the transfer is made between the existing shareholders or members of the Tenant, as the case may be.

13. **Damage by Fire or Other Cause.**

(a) **Notice from Tenant.** If a fire or other casualty occurs at the Warehouse/Office or the Building, the Tenant shall immediately notify the Landlord.

(b) **Partial Damage.** If the Warehouse/Office or the Building is partially damaged by reason of fire or other casualty, the Landlord shall repair the damage, and the fixed rent and additional rent shall be apportioned (based upon the part of the Warehouse/Office which is usable by the Tenant) until the repairs are substantially completed. If the partial damage is due to the fault or neglect of the Tenant, then without prejudice to any other rights or remedies of the Landlord, the damage shall be repaired by the Landlord, but there shall be no apportionment or abatement of the fixed rent or additional rent, and to the extent that the Landlord is not reimbursed by insurance proceeds with respect to the repairs or replacements, upon demand of the Landlord, the Tenant shall pay the Landlord, as additional rent, the difference.

(c) **Substantial Damage.** If the Warehouse/Office is totally or substantially damaged or rendered wholly or substantially untenantable by reason of fire or other casualty, and if the Landlord decides not to rebuild or restore the Warehouse/Office, or if the Building is totally or substantially damaged by reason of fire or other casualty and the Landlord decides not to rebuild or restore the Building (whether or not the Warehouse/Office is damaged), then the Landlord may, within one hundred twenty (120) days after the fire or other casualty, notify the Tenant of the Landlord's decision and the Lease shall terminate as of the date set in the Landlord's notice and the Tenant shall surrender the Warehouse/Office to the Landlord as of the date set in the Landlord's notice, and pay the Landlord all fixed rent and additional rent due to the date set in the Landlord's notice

(d) **Limitation.** No damages, compensation, or claim shall be payable to the Tenant for any inconvenience, loss of business or profit, or annoyance of the Tenant arising from any repair, rebuilding, remodeling or restoration of the Warehouse/Office, the Building, or the Business Park, except for the fixed rent and additional rent abatement to the extent provided in subparagraph (b) above.

14. **Entry, Right to Change Common Portions of the Building.**

(a) **Access.** The Tenant shall permit the Landlord to erect, use and maintain pipes and conduits in and through the Warehouse/Office, which shall be concealed to the extent practicable. The Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter the Warehouse/Office for the purpose of making such repairs and alterations as the Landlord may desire or be required to make or have the right to make under the provisions of the Lease. The Landlord shall also have the right to enter the Warehouse/Office for the purpose of inspecting it or exhibiting it to prospective purchasers or lessees of the Building, or to prospective lessees of the Warehouse/Office, or to prospective mortgagees, or for determining whether the Tenant is in compliance with the provisions of the Lease applicable to the Tenant. The Landlord may, during the progress of any repairs to the Warehouse/Office, keep and store materials, tools and equipment in the Warehouse/Office. The Landlord shall not be liable to the Tenant, nor shall it constitute a constructive eviction of the Tenant, if the Tenant must temporarily vacate the Warehouse/Office in order for the Landlord to comply with its obligations under the Lease. The Landlord shall not be liable for any inconvenience, loss of business or profits or other damages suffered by the Tenant, by reason of temporarily vacating the Warehouse/Office, or by reason of any repairs or alterations made by the Landlord, or by reason of the storing of materials, tools or equipment by the Landlord in the Warehouse/Office, none of which shall entitle the Tenant to any compensation or abatement of fixed rent or additional rent, or excuse the performance of the Tenant's obligations under the Lease. The Landlord shall have the right, if necessary to comply with the Laws, to move any wall or partition in or dividing the Warehouse/Office. Nothing in this subparagraph creates any obligation on the part of the Landlord to make any repairs, replacements, or alterations to the Warehouse/Office.

(b) **Changes to Common Areas.** The Landlord reserves the right, at any time, without creating any actual or constructive eviction of the Tenant or incurring any liability to the Tenant, and without any abatement in the fixed rent and additional rent, to change the arrangement or location of the Building lobby, hallways, doorways, stairways, lavatories, and other public portions of the Building, and/or to raze, and/or make additions to buildings or portions thereof, including without limitation, the Building. If the Landlord razes and/or makes additions to buildings or portions thereof, the Landlord shall make such changes to the Tenant's Business Park Proportionate Share and/or the Tenant's Building Proportionate Share as shall be determined by the Landlord, which determination shall be final.

15. **No Liability on Landlord's Part.**

(a) **No Liability of Landlord.** Neither the Landlord nor the Landlord's agents, shall be liable for any loss or damage to any property of the Tenant, by theft or otherwise. The Landlord, and the Landlord's agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, air conditioning, ventilation, sprinkler, heating, elevators, waste or soil pipes, drains, leaders, valleys, down spouts, water, rain or snow, or leaks, dampness, pipes, appliances, plumbing works, work on the roof, street, or subsurface or from any other place relating to the Building or the Business Park, or by any other cause of any nature, except for those caused by or due to the negligence of the Landlord, the Landlord's employees, agents or invitees. In addition, the Landlord shall incur no liability whatsoever should any Utilities become unavailable from any public utility company, public authority or any other source, person, firm or corporation, and the Landlord shall not, under any circumstance, be liable to the Tenant for damages or otherwise, for any interruption in service, regardless of whether caused by an unavoidable delay, the making of any necessary repairs or improvements, or any other cause whatsoever, nor shall such an interruption constitute a termination of the Lease or an eviction of the Tenant, constructive or otherwise.

(b) **Landlord's Inability to Perform.** The Lease and the obligation of the Tenant to pay the fixed rent and additional rent under the Lease and to perform and comply with all of the other provisions of the Lease applicable to the Tenant, shall not be affected, impaired or excused, because of the Landlord's failure to perform or comply with any of the provisions of the Lease, or because the Landlord is unable to fulfill any of the Landlord's obligations under the Lease, or is unable to make any repair, replacement, alteration or improvement, if the Landlord is prevented from so doing by reason of accident, emergency, mechanical breakdown, adjustment of any insurance claim, strike, labor troubles, or any other cause, including, without limitation, governmental preemption in connection with a national emergency, any rule, order or regulation of any department or subdivision of any governmental agency, conditions of supply and demand which are affected by war or any other emergency, or for any other reason beyond the control of the Landlord. The time given to the Landlord to comply with any obligation under the Lease shall be extended for the period of time equal to the period of delay resulting from any of the foregoing.

(c) **Limit of Landlord's Liability**. The liability of the Landlord for the failure of the Landlord to perform any obligation of the Landlord under the Lease, is limited solely to the reasonable cost of performance, and the satisfaction of such liability is limited solely to the equity of the Landlord in the Building.

16. **Indemnity of the Tenant**. The Tenant shall indemnify, defend and save the Landlord harmless from and against any claim, liability, loss, damage, fine, penalty, suit, procedure, action or cost (including, without limitation, professional and expert fees, and any loss or damage to property or injury to any person in or about the Warehouse/Office, the Building or the Business Park), (a) caused by any act or omission of the Tenant, or the Tenant's Representatives, (b) arising out of the use and occupancy of the Warehouse/Office by the Tenant, (c) arising out of the conduct of the Tenant's business, or (d) arising out of any default by the Tenant in the performance of the Tenant's obligations under the Lease.

17. **Signs**. During the Lease term, the Tenant is entitled to list the Tenant's name on such directory, if any, maintained by the Landlord in the lobby, if any, of the Building. However, the Landlord shall, in the Landlord's own

discretion, determine the amount of space to be taken by the Tenant. The Tenant shall not place any sign or signs in or about the Warehouse/Office, the Building, or the Business Park, except of a design and material, and at a location, first approved by the Landlord, in writing. With the Landlord's written consent, the Tenant may place one (1) exterior sign of a design, material and location determined by the Landlord in the Landlord's sole discretion. The Landlord shall install one (1) office suite sign of a design and material and at a location determined by the Landlord in the Landlord's sole discretion. In case the Landlord or the Landlord's employees or agents deem it necessary to remove the Tenant's sign(s) in order to paint or make any repairs, alterations, additions or improvements to the Building or the Business Park, the Tenant shall remove the Tenant's signs promptly, upon the demand of the Landlord, and replace them, at the Tenant's own expense.

18. **Construction Lien.** The Tenant shall not permit any liens, financing statements, construction liens, or the like, to be filed against the Building or the Business Park by reason of any work or materials supplied to the Tenant. If any liens, financing statements, construction liens or the like are filed against the Building or the Business Park, then the Tenant shall, in addition to being in default under the Lease, at the Tenant's own expense, cause it to be discharged of record within five (5) days after the date of its filing. Nothing in the Lease operates as a consent to the Tenant to subject the Building or the Business Park to any liens, financing statements, construction liens, or the like.

19. **Condemnation.**

(a) **Award.** If all or any part of the Building is taken or condemned or transferred by agreement in lieu of condemnation, whether permanently or temporarily, for any public or quasi public use or purpose, by any authority, the entire compensation or award, both leasehold and reversion, shall belong to the Landlord, without any deduction for any present or future estate of the Tenant, whether the Lease is terminated or not, and the Tenant assigns to the Landlord, all of the Tenant's right, title and interest in and to the award or compensation. At the request of the Landlord, the Tenant shall execute all documents necessary to evidence the foregoing result. The Tenant has the right to make a separate claim with the authority for the value of the Tenant's property and moving and relocation expenses, provided, however, that the Tenant's separate claim does not reduce or adversely affect the amount of the Landlord's award or compensation.

(b) **Complete Condemnation.** If all or a material part of the Building is taken or condemned, or transferred by agreement in lieu of condemnation, for any public or quasi public use, by any authority, the Lease shall terminate as of the time possession is delivered to the authority.

(c) **Partial Condemnation.** If part of the Building, or the Warehouse/Office, as the case may be is taken, condemned or transferred by an authority in the manner described in subparagraph (a) above, but the Warehouse/Office or the remaining portion of the Warehouse/Office, as the case may be, can be used by the Tenant for the purposes leased to the Tenant, then, effective as of the date the Tenant vacates and removes from the part of the Warehouse/Office so taken, the fixed rent and additional rent, shall be proportionately reduced. Notwithstanding the foregoing, if in the opinion of the Landlord, substantial structural alteration or reconstruction of the Building is necessary or appropriate as a result of the taking, condemnation or transfer, the Landlord may, at the Landlord's option, terminate the Lease as of the date of vesting of title, by notifying the Tenant in writing of the termination, within sixty (60) days following the date the Landlord receives notice of vesting of title. If only part of the Warehouse/Office is taken, condemned, or transferred, and the Lease is not terminated as provided above, then the Landlord shall restore the remaining portion of the Warehouse/Office with reasonable diligence, to as nearly the same condition as it was in prior to the taking, condemnation or transfer, as is practicable.

20. **Tenant's Property**.

(a) **In Warehouse/Office.** The Tenant may install and keep the Tenant's furniture, removable equipment, removable fixtures, removable communication systems, removable partitions and supplies and other personality (the "Tenant's Property") in the Warehouse/Office during the term of the Lease.

(b) **Removal.** The Tenant must remove the Tenant's Property from the Warehouse/Office on or before the earlier of the Expiration Date, any sooner termination of the Lease, or the re-entry and repossession of the Warehouse/Office by the Landlord. The Tenant shall, at the Tenant's own expense, repair any damage to the Warehouse/Office resulting from the removal of the Tenant's Property, and the Tenant's obligation shall survive the Expiration Date, or any sooner termination of the Lease, or the re-entry and repossession of the Warehouse/Office by the Landlord.

(c) **Abandonment.** Any of the Tenant's Property which remains in the Warehouse/Office after the earlier of the Expiration Date, any sooner termination of the Lease, or the earlier of the re-entry and repossession of the Warehouse/Office by he Landlord, shall be deemed to be abandoned by the Tenant and the Landlord may dispose of the Tenant's Property, including, without limitation, having Tenant's Property moved and stored elsewhere at the risk and expense of the Tenant, in accordance with applicable provisions of Law.

21. **Landlord's Right to Re-Enter and Re-Possess the Warehouse/Office**

The Landlord has the right (but without the obligation to do so) to re-enter and repossess the Warehouse/Office as the Landlord's own property, in the event that: (a) the Tenant defaults in the performance of any provision of the Lease applicable to the Tenant; (b) the Tenant vacates or abandons the Warehouse/Office; (c) proceedings are instituted by or against the Tenant under the "Bankruptcy Code" (as hereinafter defined in paragraph 24(a) below), or in insolvency or receivership; (d) the Tenant makes an assignment for the benefit of the creditors; (e) the Tenant enters into an agreement of composition with the Tenant's creditors; (f) the Tenant's interest in the Lease or the estate of the Tenant passes to a party other than the Tenant as a result of any court proceeding, execution, levy, attachment, sale or operation of law; (g) (i) any guarantor of the Tenant's obligations under the Lease ("the Guarantor") is adjudicated insolvent pursuant to the provisions of any present or future insolvency law under the state laws ("State Law") of any state having jurisdiction; (ii) any proceeding is filed by or against the Guarantor under the Bankruptcy Code; (iii) a receiver or trustee of the property of the Guarantor is appointed under State Law by reason of the Guarantor's insolvency or inability to pay debts as they become due or otherwise; or (iv) any assignment is made for the benefit of creditors of the Guarantor's property under State Law; or (h) the Tenant is habitually late in the payment of the monthly installments of the fixed rent or additional rent. For purposes of the Lease, habitually late is defined as failure by the Tenant to timely pay the monthly installments of fixed rent or additional rent, as provided in the Lease, two (2) or more times within a twelve (12) month period. However, notwithstanding the re-entry and re-possession by the Landlord, the Tenant shall nevertheless continue to be bound under the Lease pursuant to the provisions of paragraph 23, as well as any other provisions of the Lease where the Tenant's obligations survive the Expiration Date or any earlier termination date.

22. **Landlord's Right to Terminate Lease.** The Landlord has the option to terminate the Lease for any reason set forth

in paragraph 21 (a) through (h). In order to exercise this option, the Landlord shall give the Tenant notice of the termination at least five (5) days prior to the Termination date fixed in the notice and the Lease term shall terminate as of the date fixed in the notice. Notwithstanding such termination, the Tenant shall nevertheless continue to be bound under the Lease pursuant to the provisions of paragraph 23 as well as any other provisions of the Lease where the Tenant's obligations survive the Expiration Date or any earlier termination date.

23. **Mutual Right to Terminate Lease.** The Landlord and Tenant each have the right to terminate this lease on or after February 1, 2019 with a ninety (90) day notice to be delivered in writing to the other party.

24. **Rents and Expenses in Arrears and Damages.**

(a) **Rent Arrearages and Expenses.** If the Landlord re-enters and re-possesses the Warehouse/Office as provided in the Lease or as otherwise provided by Law, or in the event the Landlord terminates the Lease as provided in the Lease, the Tenant shall nevertheless remain liable to the Landlord for the expenses the Landlord incurs in repairing, renovating, or making alterations, additions, or improvements to the Warehouse/Office so as to place the Warehouse/Office in good order and condition for re-renting, as well as for all brokerage commissions and attorney's fees and costs incurred by the Landlord in connection with the re-entry and re-possession, or termination and re-entry, and reletting, all fixed rent, additional rent and other sums, in arrears then due from the Tenant and all expenses incurred by the Landlord, after the default of the Tenant, for the care, maintenance, repair and replacement of the Warehouse/Office. The Landlord may re-let the Warehouse/Office, in whole or in part, for a term or terms which may be less or more than the full term of the Lease had the Landlord not re-entered and re-possessed or terminated the Lease, and the Landlord may grant reasonable concessions in re-renting the Warehouse/Office to a new tenant without affecting the liability of the Tenant under the Lease. The Landlord shall in no way be responsible or liable for any failure to re-let all or any part of the Warehouse/Office, or for any failure to collect any rent due after any re-letting.

(b) **Survival Covenant-Liability of Tenant after Re-Entry and Repossession or Termination.**

If the Landlord re-enters and re-possesses the Warehouse/Office as provided in paragraph 21 or as otherwise provided by Law, or in the event the Landlord terminates the Lease as provided in paragraph 22, the Tenant shall nevertheless remain liable to the Landlord, for damages, for all fixed rent and additional rent to the Expiration Date, as though the Landlord had not re-entered and re-possessed the Warehouse/Office or terminated the Lease, to the extent of the difference between the fixed rent and additional rent reserved to the Expiration Date, and the fixed rent and additional rent received by the Landlord to the Expiration Date, after deducting all expenses (of the type set forth in subparagraph (a) above) incurred by the Landlord; and the difference, if any shall be paid by the Tenant to the Landlord as such deficiencies arise and are ascertained from month to month, and in no event shall the Tenant be entitled to any surplus.

25. **Survival of Tenant's Obligations.** Any obligations of the Tenant respecting payment or performance applicable to the Tenant under the Lease that have not been satisfied at the expiration or sooner termination of the Lease, shall survive the expiration or sooner termination of the Lease.

26. **Subordination to Mortgages.** The Lease is subject and subordinate to all present and future mortgages affecting the Building or the Business Park, and to all renewals, modifications, amendments, consolidations, replacements, or extensions of them. The foregoing shall be self-operative, and no further instruments shall be necessary. In confirmation of the subordination, the Tenant shall, within five (5) days of the written demand of the Landlord, execute and deliver, without charge to the Landlord, such certificate or instrument of subordination as the Landlord requests. If the Tenant fails to exercise and deliver the certification or instrument within the specified period, then in addition to being in default hereunder, the Tenant constitutes and appoints the Landlord, as the Tenant's attorney in fact, to execute any such certificate or instrument on behalf of the Tenant.

27. **Quiet Enjoyment.** Upon performing the provisions of the Lease, the Tenant shall have quiet enjoyment of the Warehouse/Office, subject, however, to the provisions of the Lease.

28. **Broker.** The Landlord and the Tenant each acknowledge that NAI DiLeo-Bram was the sole broker instrumental in effecting the Lease. The Tenant represents and warrants to the Landlord that it has dealt with no other broker and the Tenant shall indemnify, defend, and hold the Landlord harmless

from and against the claim of any other broker that such other broker was authorized on behalf of the Tenant to act for or on behalf of the Tenant with respect to the Lease.

29. **Holding Over**. In the event of the Tenant's continued occupancy of the Warehouse/Office after the expiration or sooner termination of the term of the Lease, the Tenant shall be deemed a hold-over tenant in possession of the Warehouse/Office and such continued occupancy shall not defeat the Landlord's right to possession of the Warehouse/Office or the Landlord's right to exercise all other rights and remedies available to the Landlord under the Lease and at law. During such holdover period, and without prejudice to the Landlord's rights and Remedies, all covenants, provisions, obligations, and conditions of the Lease shall remain in full force and effect, except that at the Landlord's sole discretion, the fixed rent may be doubled during such holdover period and Landlord shall have the right to collect all fixed rent and additional rent, together with legal fees as provided in the Lease. Notwithstanding any contrary provisions set forth in the Lease, such collection or other enforcement of the Lease shall not constitute a consent by Landlord to such holdover tenancy, nor shall it create a month-to-month tenancy.

30. **LEGAL PROCEEDINGS.** THE LANDLORD AND THE TENANT WAIVE THE RIGHT TO JURY TRIAL IN ANY ACTION, SUMMARY DISPOSSESS PROCEEDING OR OTHER LEGAL PROCEEDING BETWEEN THEM AND THEIR SUCCESSORS, ARISING OUT OF THE LEASE, THE TENANT'S USE AND OCCUPANCY OF THE WAREHOUSE/OFFICE, OR THE TENANT'S RIGHT TO THE WAREHOUSE/OFFICE. THE TENANT WAIVES THE RIGHT TO TRANSFER SUMMARY DISPOSSESS PROCEEDINGS BROUGHT AGAINST THE TENANT TO THE SUPERIOR COURT OF NEW JERSEY.

31. **Notices.** Any notice required under the Lease shall be given in writing, addressed to the party to whom it is directed, and shall be complete and effective when delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or mailed by United States first class, certified or registered mail, postage prepaid, return receipt requested, to the address of the party to whom it is directed as shown at the head of the Lease, or to such other address as may be subsequently designated in writing by either party, given in the same manner. Any notice, demand, request, exercise of option, election, communication, or other contact by the Landlord given to the Tenant, shall be effective whether given by the Landlord or by the Landlord's attorney, agent or other representative.

32. **Interpretation and Construction of Lease.**

(a) **Landlord Defined.** The term "the Landlord" in the Lease means and includes only the owner at the time in question, of the Building and in the event of the sale or transfer of the Building, the Landlord shall be released and discharged from the provisions of the Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Building while such party is an owner.

(b) **Validity of Lease.** The provisions of the Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of any other provision of the Lease.

(c) **Non-Waiver by Landlord.** The rights, remedies, options or elections of the Landlord in the Lease are cumulative, and the failure of the Landlord to enforce performance by the Tenant of any provision of the Lease applicable to the Tenant, or to exercise any right, remedy, option or election, or the acceptance by the Landlord of the fixed rent or other additional rent from the Tenant after any default by the Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, by the Landlord of such provisions of the Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect, a waiver by the Landlord only being effective if in writing, expressly setting forth the waiver.

(d) **Entire Agreement.** The Lease contains the entire agreement between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of the Lease. No additions, changes, modifications, renewals, or extensions of the Lease, shall be binding unless reduced to writing and signed by both parties.

(e) **Effective Law.** The Lease is governed by, construed and enforced in accordance with the laws of the State of New Jersey.

(f) **Surrender**. Neither the acceptance of keys to the Warehouse/Office nor any other act or thing done by the Landlord or any agent, employee or representative of the Landlord shall be deemed to be an acceptance of a surrender of the Warehouse/Office, excepting only an agreement in writing, signed by the Landlord, accepting or agreeing to accept a surrender of the Warehouse/Office.

(g) **Commercial Lease.** The Lease shall be construed as a commercial lease.

(h) **Captions.** The captions of the paragraphs in the Lease are for reference purposes only and do not in any way affect the meaning or interpretation of the Lease.

(i) **Obligations Joint and Several**. If there is more than one party tenant, their obligations under the Lease are joint and several. If the Tenant is a partnership, the obligations of the Tenant under the Lease are joint and several obligations of each of the partners and of the partnership.

(j) **Counterparts.** The Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

(k) **Landlord's Performance of Tenant's Obligations**.

The performance by the Landlord of any obligation required of the Tenant under the Lease shall not be construed to modify the Lease, nor shall it create any obligation on the part of the Landlord with respect to any performance required of the Tenant under the Lease, whether the Landlord's performance was undertaken with the knowledge that the Tenant was obligated to perform, or whether the Landlord's performance was undertaken as a result of mistake or inadvertence.

(l) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon the Landlord is considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to the Landlord under the Lease or by Law. Any right or remedy of the Landlord may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to the Landlord under the Lease shall not impose any obligation on the Landlord to exercise the right, remedy, option, or election.

(m) **Signature and Delivery by Landlord.** The Lease is of no force and effect unless it is signed by the Landlord and the Tenant, and a signed copy of the Lease is delivered by the Landlord to the Tenant. Until the Lease is executed and delivered as set forth in this paragraph, the Lease and all subsequent communications, either written or oral, whether such communications are between the Landlord and the Tenant or any agent or attorney acting on behalf of the Landlord or the Tenant, shall neither constitute a legally binding offer of the Landlord to enter into this Lease, nor create any contractual obligations upon the Landlord as to the Lease. Until the execution and delivery of this Lease, as set forth in this paragraph, the Landlord shall have the right to withdraw the Lease, change any of the terms of the Lease, and end negotiations as to Lease, without cause, and for any reason, without recourse or liability.

(n) **Inspection, Length of Time of Tenant's Default.**

Nothing in the Lease requires the Landlord at any time, to inspect the Warehouse/Office to determine whether the Tenant is in default of the Tenant's obligations under the Lease. Any default by the Tenant of the provisions of the Lease for any length of time, and whether the Landlord has direct or indirect knowledge of, or notice of the default, is not a waiver of the Tenant's default by the Landlord, and the Landlord has the right to declare the Tenant in default, notwithstanding the length of time the default exists.

(o) **Injunctive Relief.** Any violation, attempted violation, or threatened violation, of any provision of the Lease, by the Tenant, can be remedied by an injunction, which shall be a cumulative remedy in addition to any other remedy available to the Landlord under the Lease or by any existing or future Law, and the Tenant shall not raise as a defense thereto that the Landlord has an adequate remedy at Law.

(p) **Qualification in New Jersey**. The Tenant, if a foreign corporation or limited liability company, represents and warrants to the Landlord that it is qualified with the Department of the Treasury of the State of New Jersey to do business in the State of New Jersey.

33. **Tenant Acknowledgement.** Tenant represents that it is a public body corporate of the State of New Jersey. Tenant has had the opportunity to have and/or has had this Lease reviewed by counsel of its choosing. Tenant acknowledges that it has read this Lease in its entirety and agrees that it will not raise as a claim, issue or defense in any proceedings arising under this Lease or otherwise that it did not understand any of the provisions of this Lease because its principals do not understand the English language.

34. **Option to Renew**. None.

[signatures appear on next page]

Signed and sealed by the parties.

Witness:	Metuchen Realty Acquisition, L.L.C., Landlord By:
_______________________	_______________________ Joseph Lord, Property Manager
Witness:	Township of Edison New Jersey, Tenant By:
_______________________	_______________________

Signed and sealed by the parties.

Witness:

Metuchen Realty Acquisition,
L.L.C., Landlord
By:

____

____
Joseph Lord, Property Manager

Witness:

Township of Edison New Jersey,
Tenant
By:

____

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