

Pursuant to your request please see the following information:

-All know property addresses owned by Carteret Redevelopment Agency (attached)

-Rental agreements for all known properties owned by Carteret Redevelopment Agency are as follows:

Block	Lot	Location	Rental Agreement	Monthly Rental Amount
2503	1	1383 Roosevelt Ave	No lease-month to month	\$500.00
6704	1	45 Washington Ave 1 st Fl	No lease-month to month	\$1,750.00
		45 Washington Ave 2 nd Fl	Lease (attached)	\$1,120.00
		47 Washington Ave 1 st Fl	No lease-month to month	\$1,200.00
		47 Washington Ave 2 nd Fl	Lease (attached)	\$1,750.00
6805	11	26 Locust St 1 st Fl	Lease-month to month (attached)	\$1,250.00
		26 Locust St 2 nd Fl	Lease-month to month (attached)	\$1,200.00
6411	10	237 Pershing Ave	Lease-month to month (attached)	\$1,600.00
6305	4	130 Washington Ave	Lease (attached)	\$10,083.33
6504	4	204 Pershing Ave	Lease-month to month (attached)	\$1,250.00
6602	15	135 Washington Ave	No lease-month to month	\$1,400.00
6805	6	12 Locust St Unit 1	No lease-month to month	\$550.00
		12 Locust St Unit 2	No lease-month to month	\$725.00
		12 Locust St Unit 3	No lease-month to month	\$390.00
		12 Locust St Unit 4	No lease-month to month	\$250.00
6805	23	187 Roosevelt Ave	HAP lease addendum (attached)	\$1,450.00

All Social Security numbers appearing within the attached leases have been redacted.

-Record of receipts of payment for all known rentals owned by Carteret Redevelopment Agency from August 1, 2020 to March 1, 2021 (attached)

	Block	Lot	Qual	Class	Location	Owner
More Info	6504	4		15C	204 PERSHING AVE	CARTERET REDEVELOPMENT AGENCY
More Info	6501	3		15C	56-58 WASHINGTON AVE	CARTERET REDEVELOPMENT AGENCY
More Info	6501	4		15C	60 WASHINGTON AVE	CARTERET REDEVELOPMENT AGENCY
More Info	6602	14		15C	137 WASHINGTON AVENUE	CARTERET REDEVELOPMENT AGENCY
More Info	6602	15		15C	135 WASHINGTON AVE	CARTERET REDEVELOPMENT AGENCY
More Info	6805	5		15C	LOCUST ST	CARTERET REDEVELOPMENT AGENCY
More Info	6805	6		15C	12 LOCUST STREET	CARTERET REDEVELOPMENT AGENCY
More Info	6805	23		15C	187 ROOSEVELT AVE	CARTERET REDEVELOPMENT AGENCY

	Block	Lot	Qual	Class	Location	Owner
More Info	5707	1		15C	RANDOLPH STREET	BOROUGH OF CARTERET CARA
More Info	201	3.01		15C	135 MIDDLESEX AVE (REAR)	BOROUGH OF CARTERET (CARA)
More Info	2503	1		15C	1383 ROOSEVELT AVE	BOROUGH OF CARTERET (CARA)
More Info	2702	10		15C	60 GULINO PLACE	BOROUGH OF CARTERET (CARA)
More Info	6411	10		15C	237 PERSHING AVE	BOROUGH OF CARTERET (CARA)
More Info	6501	2		15C	54 WASHINGTON AVE	BOROUGH OF CARTERET (CARA)
More Info	6704	1		15C	45-47 WASHINGTON AVE.	BOROUGH OF CARTERET (CARA)
More Info	6805	11		15C	26 LOCUST STREET	BOROUGH OF CARTERET (CARA)
More Info	6805	27		15C	ROOSEVELT AVE	BOROUGH OF CARTERET (CARA)
More Info	6805	28		15C	169 ROOSEVELT AVE	BOROUGH OF CARTERET (CARA)
More Info	2101	8		15C	1540 ROOSEVELT AVE.	BOROUGH OF CARTERET CARA
More Info	6305	4		1	WASHINGTON AVE	BOROUGH OF CARTERET(CARA)C/O INV.BK

LEASE AGREEMENT

Business and Commercial

This Lease Agreement is made on **January 1, 2021**

BETWEEN:

Borough of Carteret Redevelopment Agency
whose address is **61 Cooke Avenue, Carteret, NJ 07008**
referred to as the "Landlord,"

AND

Steven Jones, for,
Jones Martial Arts LLC
whose address is **1216 Moffett Avenue, Plainfield, NJ 07060**
referred to as the "Tenant".

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: **A portion of Block 220; Lot 2 on the Official Tax Map of the Borough of Carteret, also commonly known as 45-47 Washington Avenue, specifically what is referred to as the second floor left hand side unit, consisting of approximately 2,200 square feet.** (the "Premises".)

2. Term. This Lease is for an initial term of two (2) years commencing on **January 1, 2021, and ending on December 31, 2022 with four (4) consecutive two (2) year renewal terms thereafter.**

3. Use. The Premises are to be used and occupied only and for no other purpose than a karate school. The Tenant itself will not, and the Tenant will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Tenant must submit the proposed retail floor plan to Landlord and receive written approval prior to commencing with layout of store and prior to making any future changes to layout of store.

4. Rent. The Tenant agrees to pay **(\$26,880.00)** Twenty Six Thousand Eight Hundred and Eighty Dollars for the initial two (2) year Lease term as rent, to be paid as follows: **\$1,120.00** per month for the first twenty four (24) months, due on the **FIRST** day of each month.

It has been agreed between Netta's Martial Arts Inc. and Jones Martial Arts LLC that the security deposit in the amount of **\$1,500.00** shall remain in place from the prior tenancy of Netta's Martial Arts Inc.

The Tenant must pay a late charge, as additional rent of Ten 10% percent of the monthly rent currently due under the Lease at any time, for each payment that is more than 10 days late, and an additional Ten (10%) percent for each additional 10 days thereafter. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$50.00 (fifty dollars) as additional rent for any dishonored check. These Ten (10%) late fees shall also apply to any additional amounts owed by Tenant to Landlord.

5. (a) Renewal Option. 1. The Tenant shall have the option, provided Tenant is not in default hereunder and has not been, at any time, in default hereunder and, further provided, that there shall not have occurred an event which, with the giving of, notice and/or the passage of time, shall constitute a default by Tenant under this Lease, to extend the Initial Term for 4 (4) separate, successive additional terms of two (2) years each, upon the same terms and conditions as provided herein, except that the annual minimum rent during said extension period shall be increased as provided below, and except that the Tenant shall have no further extension options. **The Tenant shall give written notice to Landlord not less than sixty (60) days prior to the last day of the Initial Term, and not less than sixty (60) days prior to the last day of any other Option Term of this Lease of its election to extend the Term hereof under the EACH OPTION PERIOD, or such option shall be deemed waived.** If the Tenant shall exercise such extension option(s), the parties will, at the request

of either, execute an agreement, evidencing such extension. If the Tenant shall exercise such extension option, all references in this Lease to the Term hereof shall be deemed to mean the Term as so extended, except where expressly otherwise provided. This Renewal Option shall be null and void and of no further force and effect upon the occurrence of a default by the Tenant under this Lease unless the Landlord otherwise agrees in writing.

2. If the Tenant shall exercise such extension option(s) for additional terms, the annual rent for each and every term of any of the Lease renewal terms shall be adjusted and increased by an amount equal to \$30.00 (thirty dollars). By way of example and for demonstrative purposes, if the tenant exercises the first extension option of the lease the rent for the first extension shall be \$1,150.00 per month for the first extension option of the lease representing a \$30.00 (thirty dollar) increase over the initial monthly lease of \$1,150.00.

6. **Repairs and Care.** The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

7. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become property of the Landlord and will be surrendered with Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

8. **Signs.** The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. All signage and content placed on signage must be reviewed and consented to by Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

9. **Utilities.** The Tenant is responsible to pay for all of their utilities.

10. **Compliance with Laws etc.** The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

11. **Assignment.** The Tenant may not assign this lease, nor sublet or sublease any portion of the premises without the written consent of the Landlord. Assignment of this lease shall not be unreasonably denied by landlord. If an approval is granted by the Landlord in connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out of pocket expenses to effectuate the assignment or sublease. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%)

or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

12. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than **\$250,000.00** for property damage and not less than **\$1,000,000.00** for injuries to any person(s), in any one accident or occurrence. The policy shall name the Carteret Redevelopment Agency as additionally insured. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than seven (7) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor.

13. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant, including, but not limited to any violation of any and all Environmental Laws as the same may be defined below in this Lease Agreement.

14. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference & be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

15. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof. Landlord will re-pay to Tenant any rent received by Landlord attributable to time beyond Tenant's vacation of the Premises which shall be pro-rated and returned to Tenant within a reasonable period of time after Tenant's vacation of the Premises hereunder.

16. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction

and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

17. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Lease.

18. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

19. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

20. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that on and after One (1) year next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on Premises or any part thereof (which shall not obstruct Tenant's signage), offering the Premises for rent or sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part, upon reasonable notice to Tenant.

21. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

22. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within **(10) ten days** thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within **(14) fourteen days** after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within (30) thirty days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an

agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, reenter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

23. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

24. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord or of the Landlord's agents, employees, guests, licenses, invitees, assignees or successors. Landlord is responsible to maintain the roof and structural elements of the building.

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

26. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

27. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

28. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

29. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

30. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises or to vary, alter or modify the terms hereof. No additions, changes, modifications, renewals or extensions hereof, will be binding unless in writing and signed by the Landlord and the Tenant.

31. **Liens.** If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

32. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

33. **Security.** The Tenant has deposited with the Landlord the sum of **(\$1,500.00) One Thousand Five Hundred Dollars** (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. The Tenant will not mortgage, encumber or assign the Security Deposit without the written consent of the Landlord.

34. **Estoppel Certificates.** The Tenant will at any time and from time to time upon not less than **(10) ten** days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that his Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dated to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

35. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with provisions of the statutes or the regulations of any governmental agency as if the particular provisions of applicable statutes or regulations were set forth at length in this Lease.

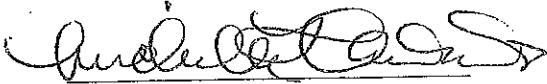
36. **Number and Gender.** In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

37. Compliance with Environmental Laws. At all times during the Lease term and any renewals thereof, the Tenants use and occupancy of the Premises and maintenance thereof shall be strictly in compliance with any and all Environmental Laws, all at the Tenants sole cost and expense. Moreover, at the end of the Tenants use and occupancy of the Premises upon expiration of the then applicable lease term, and/or or any other vacation of the Premises by the Tenants prior thereto, for any reason, including, but not limited to, any event of default on the part of the Tenants, the Tenants shall, at their sole cost and expense, return the Premises to the Landlord in full compliance with any and all Environmental Laws. Should any activities in any way associated with or related to the Tenant's use and occupancy of the Premises result in the same, and/or any other surrounding properties, failing to be in full compliance with any and all Environmental Laws for any reason, then Tenants, at their sole cost and expense, must take all steps necessary to bring the Premises and/or the surrounding properties into compliance with all such Environmental Laws, including all cleanup, monitoring and other remedial measures and, if necessary, until such time as Tenants obtains on behalf of the Landlord a "No Further Action" letter or similar written determination from the NJDEP that acknowledges that any contamination on the Premises and/or surrounding property has been remediated to the satisfaction of the NJDEP. For the purposes of this Lease Agreement, "Environmental Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement relating to the environment. This paragraph, and any and all Indemnification provisions provided for herein, particularly those provided for in paragraph 12, relating to any violation(s) of Environmental Laws shall survive the termination or expiration of this Lease Agreement.

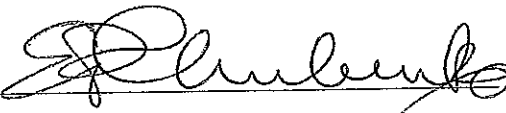
38. CAM Charges. As used in this Lease, the term "Common Area Maintenance Costs" shall include the total cost and expense directly attributable to and actually incurred by Landlord in operating the real property and Building upon and within which the Premises are located. The tenant is responsible to maintain the front entranceway to the unit including the staircase & enclosed vestibule leading to the entrance door to the unit and the rear exit area, if used. These areas shall be maintained in a clean, neat, orderly, sanitary and proper manner by keeping them broom swept and free of debris, rubbish and obstructions. The tenant is also responsible for removal of all snow, ice, debris and rubbish on the sidewalk in front of the unit and steps leading up to the entranceway to the unit. Tenant is also responsible to maintain rubbish and recycling containers in a proper manner. If the tenant properly maintains the common areas and adheres to the necessary removal of snow, ice, debris, rubbish and recycling then there will be no additional CAM Charges. If necessary, the Landlord will assess a CAM Charge if the tenant does not perform the required maintenance as specified in this section. Landlord will ensure that other tenants utilizing the common area will maintain the area in accordance with their lease.

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

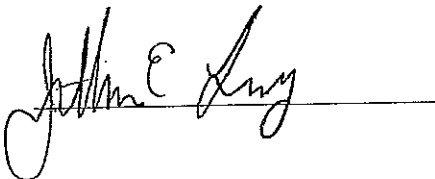
Witnessed or Attested by:

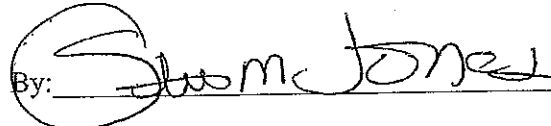


LANDLORD: Carteret Redevelopment Agency

By: 

TENANT: Steven Jones, for,
Jones Martial Arts LLC
whose address is 1216 Moffett Avenue, Plainfield, NJ 07060



By: 

JONATHAN E LOPEZ
Notary Public - State of New Jersey
My Commission Expires Jan 15, 2025

LEASE AGREEMENT

Business and Commercial

This Lease Agreement is made on July 1, 2020

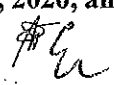
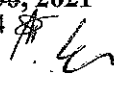
BETWEEN:

Borough of Carteret Redevelopment Agency
whose address is **61 Cooke Avenue, Carteret, NJ 07008**
referred to as the "Landlord,"

AND

Carteret Lofts Urban Renewal LLC
whose address is **242 Lincoln Blvd, 2nd Floor, Middlesex, NJ 08846**
referred to as the "Tenant".

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: **A portion of Block 220; Lot 2 on the Official Tax Map of the Borough of Carteret, also commonly known as 45-47 Washington Avenue, specifically what is referred to as the second floor right hand side unit. (the "Premises").**

2. **Term.** This Lease is for an initial term of one (1) year commencing on **July 1, 2020, and ending on June 30, 2021**
with month to month renewal terms thereafter. July 15  July 14 

3. **Use.** The Premises are to be used and occupied only and for no other purpose than a construction management office. The Tenant itself will not, and the Tenant will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. **Rent.** The Tenant agrees to pay **(\$21,000.00) Twenty One Thousand Dollars** for the initial one (1) year Lease term as rent, to be paid as follows: **\$21,000.00 due on the FIRST day of the lease.**

There will be no required security deposit.

5. (a) **Renewal Option.** 1. The Tenant shall have the option, provided Tenant is not in default hereunder and has not been, at any time, in default hereunder and, further provided, that there shall not have occurred an event which, with the giving of, notice and/or the passage of time, shall constitute a default by Tenant under this Lease, to extend the Initial Term on a month to month basis for a period of up to an additional twelve months at a rental amount of \$1,750.00 per month, upon the same terms and conditions as provided herein. **Tenant shall give written notice to Landlord not less than sixty (60) days prior to the last day of the Initial Term, or the lease will be deemed to be extended on a month to month basis and upon the same terms and conditions as provided herein. A minimum 60 days notice must be given to terminate the month to month lease.**

6. **Repairs and Care.** The Tenant has examined the Premises and has entered into this Lease without representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

7. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and

fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become property of the Landlord and will be surrendered with Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

8. Signs. The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. All signage and content placed on signage must be reviewed and consented to by Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

9. Utilities. The Tenant is responsible to pay for all of their utilities.

10. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

11. Assignment. The Tenant may not assign this lease, nor sublet or sublease any portion of the premises without the written consent of the Landlord. Assignment of this lease shall not be unreasonably denied by landlord. If an approval is granted by the Landlord in connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out of pocket expenses to effectuate the assignment or sublease. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

12. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than **\$500,000.00** for property damage and not less than **\$1,000,000.00** for injuries to any person(s), in any one accident or occurrence. The policy shall name the Carteret Redevelopment Agency as additionally insured. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than seven (7) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor.

13. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant, including, but not limited to any violation of any and all Environmental Laws as the same may be defined below in this Lease Agreement.

14. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference & be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

15. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof. Landlord will re-pay to Tenant any rent received by Landlord attributable to time beyond Tenant's vacation of the Premises which shall be pro-rated and returned to Tenant within a reasonable period of time after Tenant's vacation of the Premises hereunder.

16. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

17. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Lease.

18. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner

in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

19. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

20. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that on and after One (1) year next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on Premises or any part thereof (which shall not obstruct Tenant's signage), offering the Premises for rent or sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part, upon reasonable notice to Tenant.

21. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

22. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within **(10) ten days** thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within **(14) fourteen days** after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within (30) thirty days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, reenter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

23. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

24. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing,

steam, sewer, waste or soil pipes, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord or of the Landlord's agents, employees, guests, licenses, invitees, assignees or successors. Landlord is responsible to maintain the roof and structural elements of the building.

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

26. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

27. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

28. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

29. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

30. Entire Contract. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises or to vary, alter or modify the terms hereof. No additions, changes, modifications, renewals or extensions hereof, will be binding unless in writing and signed by the Landlord and the Tenant.

31. Liens. If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

32. Waiver of Subrogation Rights. The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons

for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

33. Security. There is no security deposit.

34. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than **(10) ten** days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that his Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the date to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

35. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with provisions of the statutes or the regulations of any governmental agency as if the particular provisions of applicable statutes or regulations were set forth at length in this Lease.

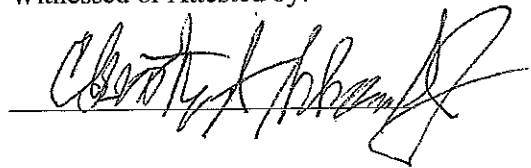
36. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

37. Compliance with Environmental Laws. At all times during the Lease term and any renewals thereof, the Tenants use and occupancy of the Premises and maintenance thereof shall be strictly in compliance with any and all Environmental Laws, all at the Tenants sole cost and expense. Moreover, at the end of the Tenants use and occupancy of the Premises upon expiration of the then applicable lease term, and/or or any other vacation of the Premises by the Tenants prior thereto, for any reason, including, but not limited to, any event of default on the part of the Tenants, the Tenants shall, at their sole cost and expense, return the Premises to the Landlord in full compliance with any and all Environmental Laws. Should any activities in any way associated with or related to the Tenant's use and occupancy of the Premises result in the same, and/or any other surrounding properties, failing to be in full compliance with any and all Environmental Laws for any reason, then Tenants, at their sole cost and expense, must take all steps necessary to bring the Premises and/or the surrounding properties into compliance with all such Environmental Laws, including all cleanup, monitoring and other remedial measures and, if necessary, until such time as Tenants obtains on behalf of the Landlord a "No Further Action" letter or similar written determination from the NJDEP that acknowledges that any contamination on the Premises and/or surrounding property has been remediated to the satisfaction of the NJDEP. For the purposes of this Lease Agreement, "Environmental Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement relating to the environment. This paragraph, and any and all Indemnification provisions provided for herein, particularly those provided for in paragraph 12, relating to any violation(s) of Environmental Laws shall survive the termination or expiration of this Lease Agreement.

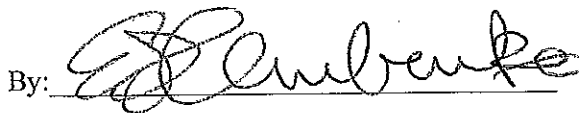
38. CAM Charges. As used in this Lease, the term "Common Area Maintenance Costs" shall include the total cost and expense directly attributable to and actually incurred by Landlord in operating the real property and Building upon and within which the Premises are located. The tenant is responsible to maintain the front entranceway to the unit including the staircase & enclosed vestibule leading to the entrance door to the unit and the rear exit area, if used. These areas shall be maintained in a clean, neat, orderly, sanitary and proper manner by keeping them broom swept and free of debris, rubbish and obstructions. The tenant is also responsible for removal of all snow, ice, debris and rubbish on the sidewalk in front of the unit and steps leading up to the entranceway to the unit. Tenant is also responsible to maintain rubbish and recycling containers in a proper manner. If the tenant properly maintains the common areas and adheres to the necessary removal of snow, ice, debris, rubbish and recycling then there will be no additional CAM Charges. If necessary, the Landlord will assess a CAM Charge if the tenant does not perform the required maintenance as specified in this section. Landlord will ensure that other tenants utilizing the common area will maintain the area in accordance with their lease.

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

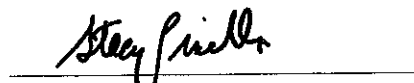
Witnessed or Attested by:

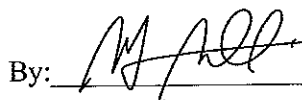


LANDLORD: Carteret Redevelopment Agency

By: 

TENANT: Carteret Lofts Urban Renewal LLC
whose address is 242 Lincoln Blvd, 2nd Fl, Middlesex, NJ 08846



By: 

As Managing Member of Carteret Lofts Urban Renewal LLC

LEASE

Carteret Housing and Development Corp
Administered by the Carteret Housing
Authority

Tenant: De Domenico Sr., Joseph

Number of Bedrooms 3

Leased Premises: 26 Locust Street, Carteret, NJ 07008

Facility: CHADCO - Veteran Housing

WITNESSETH THAT:

The **Carteret Housing and Development Corporation**, a body corporate organized and operated pursuant to the laws of the State of New Jersey, (hereinafter known alternatively as "**CHADCO**"), relying upon the representations made to it by the **Tenant** as the head of household as to his/her household composition, employment and the income of the head of household and members of the household, does hereby enter into this residential lease for the above referenced dwelling unit upon the following terms and conditions:

1. **FAMILY COMPOSITION:**

Tenant agrees that the person(s) identified below are the only members of his/her household who will reside at the leased premises:

[illegible]

Joseph De Domenico Sr. Head 03/23/1967 [REDACTED]

Antoinette De Domenico Spouse 08/15/1966 [REDACTED]

Alexcis De Domenico Daughter 03/26/1996 [REDACTED]

The figure consists of four horizontal bar charts, each representing a different group of respondents. The y-axis for all charts is 'Percentage' ranging from 0 to 100. The x-axis for all charts is 'Percentage' ranging from 0 to 100. The categories are: 'All respondents', 'Non-respondents', 'Respondents who did not answer', and 'Respondents who did not answer'.

Category	All respondents	Non-respondents	Respondents who did not answer	Respondents who did not answer
Category 1	~10%	~10%	~10%	~10%
Category 2	~20%	~20%	~20%	~20%
Category 3	~30%	~30%	~30%	~30%
Category 4	~40%	~40%	~40%	~40%
Category 5	~50%	~50%	~50%	~50%
Category 6	~60%	~60%	~60%	~60%
Category 7	~70%	~70%	~70%	~70%
Category 8	~80%	~80%	~80%	~80%
Category 9	~90%	~90%	~90%	~90%
Category 10	~100%	~100%	~100%	~100%

2. LEASE / TERM OF LEASE.

CHADCO hereby rents, demises and leases unto Tenant for the term hereinafter stated (subject to earlier termination as hereinafter provided) the dwelling unit described above. This lease shall be for the period of one year beginning on October 1, 2015 and ending on September 30, 2016 and is to be automatically renewable for successive one month periods unless properly terminated pursuant to the terms of this lease.

23 Day Move-In Per Diem \$ 966.00

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is as follows during the term of this lease:

A. Rent for the period beginning October 1 20 15, and ending at midnight on September 30 20 16, is \$ 1,250.00. Thereafter, monthly rent in the amount of \$ 1,250.00 will be due on or before the first day of each month throughout the term of the lease. Payments made as rent will be applied first to any outstanding balances which may include rent, repair/damage charges or any other balances due and owing to the Housing Authority. Pursuant to the terms contained herein, all such charges are deemed to be and are collectible as "additional rent". This shall not be construed to require the acceptance by CHADCO of rent payments tendered for a period subsequent to the expiration of a Notice of Termination and Demand for Possession served upon the Tenant in accordance with this lease, federal regulations and state law. CHADCO reserves the right to refuse payments of less than the full amount due and owing under this lease (plus court costs, if applicable).

B. **SECURITY DEPOSIT:** Tenant agrees to place a security deposit in the total amount of \$1,250.00 with CHADCO which is equal to 1 months rent payable per the attached addendum C.

The security deposit shall be held by CHADCO and is to be applied against any damage done to the premises by the Tenant, the Tenant's household members, visitor's or guests (normal wear and tear excepted); and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit remain intact. Upon termination of this lease, the security deposit shall be refunded to the Tenant or be applied to any damage or any rent delinquency, attorneys fees, court fees, or eviction costs or any other amounts due and owing to CHADCO.

Interest will accrue on the security deposit and shall be paid to or applied to any account balance at time of lease termination in accordance with the laws of the State of New Jersey and federal regulations.

C. All charges for maintenance and repair beyond normal wear and tear are due and payable on the date stated in the notice on which the charge is made, but not sooner than (14) fourteen days after delivery of the notice. Upon assessment of such charge(s) by CHADCO, same shall be collectible as "additional rent".

D. **LATE CHARGES** - Any rent payment received by CHADCO (5) five business days after it is due shall be subject to a late charge, which will be due and payable immediately and along with the monthly rent. The late charge shall be \$25 for every occurrence. Late charges assessed to a Tenant by CHADCO shall be collectible as and deemed to be "additional rent". CHADCO reserves the right to modify the late charge set forth above.

E. In the event the Tenant is late in the payment of rent on (3) three occasions in any (12) twelve month period, the Tenant will be subject to a termination of this Tenancy and be evicted.

F. **ATTORNEY, COURT COST AND EVICTION COSTS:** Tenants will be charged a fee to cover court costs and reasonable attorney fees as the Court may award whenever CHADCO incurs costs and/or attorneys fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Housing Authority permission to remove from the public way and store any personal property left in the unit and to dispose of such property of such property as prescribed by law and agrees that the tenant will be responsible for the actual costs for moving any personal property from the unit, and any other costs directly associated with the eviction. An attorney's fee of (\$184.00) one hundred eighty four dollars shall be assessed, each time a court appearance by counsel, is required, whether for trial, motion or other hearing. Any attorney's fee assessed against a Tenant shall be deemed to be and collectible as additional rent.

G. **UTILITIES:** Tenant shall be responsible for all utilities.

4. RENT, OCCUPANCY AND ELIGIBILITY:

Tenant agrees to report to CHADCO any changes in household composition or any changes in the income of a household member or where any person other than the household members identified in Section 1 of this lease begins to reside in the dwelling unit, or any of the persons identified in Section 1

of this lease discontinues residing in the dwelling unit. The aforementioned changes must be reported to CHADCO in writing within (15) fifteen days of the occurrence of such change, and said report must be accompanied by such documentation as evidences the subject change.

When requested by CHADCO, the Tenant must recertify as to household composition, household income and employment status of all persons residing within the dwelling unit. Tenant also agrees to furnish accurate information and documentation to CHADCO, verifying identity, income, and employment of all persons residing within the dwelling unit. The Tenant expressly agrees that the responsibility to provide or to cause to be provided, such financial information and documentation is exclusively that of the Tenant. This information shall be used by CHADCO in determining whether the Tenant is still eligible for the program. Tenant also shall give CHADCO authorization to independently verify all sources of income.

A. Rental payments set forth in Section 3 hereof and such "additional rents", if any, or as adjusted pursuant to the above will remain in effect for the term of the lease. If this lease is an extension of an occupancy by the Tenant under a prior lease or leases with CHADCO, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder, as part of the regular monthly rent and shall be collectible as and deemed to be "additional rents."

B. If CHADCO determines that the Tenant must transfer to another dwelling unit based upon the suitability of the dwelling unit for the Tenant, CHADCO shall notify the Tenant at least 30 days in advance of the effective date of the action. The Tenant shall not have the right to select the unit or the facility in which the alternate unit is located.

5. OCCUPANCY:

A. The Tenant shall have the right to the exclusive use and occupancy of the dwelling unit identified in this lease. Guests or visitors of the Tenant may be accommodated for no longer than a period of (2) two weeks per visitor/guest. "Guest" or "Visitor" means a person in the dwelling unit or upon the premises in which the dwelling unit is contained with the consent of the Tenant or with the consent of a household member of the Tenant. The Tenant is strictly responsible for providing CHADCO with notice in writing of all overnight visitors or guests staying on the premises for more than (2) two nights. The written notice must be given no later than the (3rd) third day after the guest begins staying at the premises.

B. If any visit will extend beyond (2) two weeks, the Tenant must notify the CHADCO in writing, stating the reasons for the extended visit, which must be authorized in writing by CHADCO.

C. During the term of the lease, each unit will have use a double off-street parking space allocated for up to two vehicles. The specific space will be identified at the time of the execution of this lease and the Tenant will have use of the same double parking space throughout the term of this lease. All vehicles parked on CHADCO's property must be in proper working order with current registration, inspection and insurance.

6. OBLIGATION OF CHADCO:

CHADCO shall be obligated, other than for circumstances beyond its reasonable control, as follows:

A. To maintain the common areas, general premises and the facility in decent, safe and sanitary condition.

B. To comply with requirements of applicable federal, state and local building codes, health codes, and H.U.D. regulations materially affecting health and safety.

C. To make necessary repairs to the dwelling unit and/or premises within a reasonable period of time after receiving written notice from the Tenant of the need for such repair.

D. To keep facility buildings and common areas not otherwise assigned to the Tenant for exclusive use for maintenance and upkeep, in a clean and safe condition.

E. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the CHADCO.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit and premises by the Tenant in accordance with Section 7(J) and Section 10 of this lease.

G. To supply electrical utility service, running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year as required by New Jersey State Law.

H. To notify the Tenant of the specific grounds for any proposed action including any adverse action by CHADCO directly affecting the interests of the Tenant. Such actions include, but are not limited to, a proposed lease termination; a proposed transfer of the Tenant to another dwelling unit; or the imposition of charges for maintenance and repair or damages to the dwelling unit or for the assessment of charges deemed under this lease to be "additional rent".

7. OBLIGATIONS OF THE TENANT:

The Tenant, Tenant's household members, guests and visitors shall be obligated as follows:

A. To pay rent, (and all other charges assessed in this lease and deemed to be "additional rent" or "retroactive additional rent") each month in the amount fixed by this lease or any amendment or modification hereto, including any adjusted rent amounts pursuant to the process described in Section 3 and Section 4 of this lease. Rent, "additional rent", "retroactive additional rent", maintenance charges set forth in Addendum A and other charges must be paid to the Carteret Housing Authority at the Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey. The Carteret Housing Authority will not accept cash.

B. Not to assign this Lease to any person and not to sublease, transfer or share possession of the dwelling unit to or with any person not listed in this lease as a household member.

C. Not to provide accommodations for boarders, lodgers or to allow this unit to be used as a residence by any guest or visitor.

D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members as identified in this Lease, and not to use or permit its use for any other purpose. With the written consent of CHADCO, the Tenant or the Tenant's household members may engage in legal activities in the dwelling unit, where CHADCO determines that such activities are incidental to the primary use of the leased unit as a residence by the Tenant and Tenant's household members.

E. To abide by all Rules and Regulations issued by CHADCO for the benefit and well being of the facility and/or the other Tenants. Any violation of such Rules and Regulations shall constitute a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provisions of this Lease, the provision of this Lease shall govern. The current Rules and Regulations are attached hereto as Addendum A.

F. To comply with all obligations imposed upon Tenants by applicable provisions of federal and State law and of local Building, Health and Housing codes and ordinances addressing health and safety.

G. To keep the dwelling unit, premises, common areas, adjacent grounds and other such areas as may be assigned for Tenant's use in a clean, orderly and safe condition. If authorized in writing by CHADCO, the Tenant may paint or make minor repairs to the dwelling unit at his/her expense.

H. To provide reasonable care and upkeep of smoke detectors (including changing batteries) and the performance of periodic testing of apartment smoke detectors to assure each is in working order.

- I. To regularly and appropriately dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- J. To use, only as intended, and in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen appliances, other facilities and appurtenances.
- K. To refrain from, and to cause household members, visitors and guests, to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, premises or facility.
- L. To conduct himself/herself and cause other persons who are on the premises or within the dwelling unit with his/her consent (whether or not such persons presence of the premises is then known by the Tenant and whether or not the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and in a manner that will not disturb their neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the facility in a decent, safe and sanitary condition.
- M. To agree that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises, while the Tenant is a resident, as more fully described in the "Criminal Activity" section of this lease. A complete description of the "Criminal Activity" provision is contained within this Lease at Section 11.
- N. To abide by the terms & conditions in the Housekeeping Standards set forth at Section 10.
- O. To pay any charge (other than for normal wear and tear) for the repair of damages to the dwelling units, premises, buildings, facilities or common areas caused by Tenant, members of Tenant's household or their guests, or by Tenant's failure to report needed repairs, which charges are in accordance with actual costs to make such repairs. Any damage to the dwelling unit, premises, buildings, facilities or common areas which is not described in writing to CHADCO prior to Tenant's occupancy will be presumed to have been caused by Tenant. Any charges in connection with the repair of the same shall be collectible from Tenant by CHADCO and shall be deemed to be "additional rent".
- P. To permit CHADCO, pursuant to the provisions of Section 10, reasonable entrance to the dwelling unit for the purposes of performing periodic inventories and inspections, reading utility meters, performing routine maintenance, performing any necessary improvements, repairs or for the purpose of showing the dwelling unit for leasing.
- Q. To promptly report to CHADCO any needed repairs to the dwelling unit or to the premises.
- R. To refrain from placing fixtures, temporary or permanent structures, signs or fences in or about the premises without first obtaining the prior (revocable) permission of CHADCO in writing. This prohibition includes but is not limited to the placement of an antenna or satellite dish.
- S. To comply with the provisions of any Rider attached to and incorporated in this Lease.
- T. To notify the CHADCO in writing, of absence of the Tenant or any household member from the dwelling unit which exceeds fifteen (15) days or to notify CHADCO when any family member moves out. The written notice must contain a certification by the family as to where the family member is temporarily or permanently relocated to.
- U. To refrain from the illegal use and/or illegal possession of firearms and/or other weapons.
- V. Upon vacating, to leave the dwelling unit in a clean condition, excepting for normal wear and tear, and to return all keys to CHADCO. Any personal property left by the Tenant in or about the dwelling unit after he/she vacates will be considered as abandoned and may be disposed of as CHADCO sees fit.
- W. To share in maintenance of common areas in accordance with any program developed by CHADCO. In the event the Tenant fails to participate he/she may be subject to charge or fine pursuant to the published Rules and Regulations.

X. To recertify as to the household composition and household income with CHADCO when requested as more fully described in Section 4 of this lease. In addition thereto, to recertify any time there is a change of household composition or household income pursuant to Section 4.

It is specifically agreed to by the Tenant hereto, that a failure to perform, to abide by, and/or refrain from any of acts, obligations or requirements contained in the foregoing provisions constitutes a substantial breach of a material term of this lease. The failure of the Tenant to perform, to abide by and/or refrain from any acts, obligations or requirements contained herein shall give rise to a right of CHADCO to terminate this lease in accordance with New Jersey State Law and federal regulation.

8. DEFECT, HAZARDS TO LIFE HEALTH OR SAFETY:

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

CHADCO Responsibilities:

- (a) CHADCO shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from the Tenant, provided, that if the damage was caused by the Tenant, the Tenant's household members, visitors or guests, the reasonable cost of such repairs shall be charged to Tenant. The charge for such repairs assessed against the Tenant shall be collectible as and deemed to be "additional rent".
- (b) CHADCO shall offer Tenant a replacement dwelling unit, if available, if the necessary repairs cannot be made within a reasonable time. CHADCO shall not be required to offer Tenant a replacement unit if the necessary repairs were caused by Tenant, household members or guests or if the damage to the dwelling unit does not affect the habitability of the dwelling unit.
- (c) Tenant shall accept any replacement unit offered by CHADCO.
- (d) In the event repairs cannot be made by CHADCO, as described above, then rent shall abate in proportion to the seriousness of the damage and loss of the level of habitability as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations, if the damage incurred was caused by the Tenant, the Tenant's household members, visitors or guests or where the damage does not materially affect the habitability of the dwelling unit.
- (e) If CHADCO determines that the dwelling unit is untenable because of imminent danger to life, health or safety and alternative accommodations are refused by the Tenant or are not available through CHADCO, this Lease shall be terminated.

Tenant Responsibilities:

- (a) Tenant shall be responsible for all lawn mowing, lawn care, general property maintenance and snow removal from porch, walkways and public sidewalk.
- (b) Tenant shall immediately notify CHADCO main offices of any damage when the damage is or becomes sufficiently obvious or severe.
- (c) Tenant agrees to continue to pay full rent, during the time in which the defect remains uncorrected, unless CHADCO agrees in writing to a temporary rent abatement as specified above.

Inspections:

- (a) Move-in Inspections: CHADCO and the Tenant shall inspect the dwelling unit prior to occupancy by the Tenant. Any deficiencies identified by the Tenant must be submitted in writing to CHADCO in advance of the move-in and will be corrected by CHADCO, at no charge to the Tenant.
- (b) Other Inspections: CHADCO will inspect the unit at least annually to check and perform any needed maintenance, Tenant housekeeping, and other lease compliance matters.

- (c) **Move-Out Inspections:** CHADCO will inspect the unit at the time Tenant vacates and serve upon Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant may join in such inspection, unless Tenant vacated without notice to CHADCO.

9. NOTICE PROCEDURES:

- (a) **Tenant Responsibility** -- Any notice to CHADCO must be in writing, delivered to the designated CHADCO office, or sent by prepaid first-class mail, properly addressed.
- (b) **CHADCO Responsibility** -- Notice to the Tenant must be in writing, delivered to the Tenant or to any adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail addressed to the Tenant.
- (c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage pre-paid. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned. CHADCO may elect to serve any notice by certified mail, return receipt requested.
- (d) If the Tenant is visually impaired, all notices must be in an accessible format provided that CHADCO has notice of Tenant's visual impairment.

10. HOUSEKEEPING STANDARDS:

In an effort to improve the livability and conditions of the apartments owned and managed by CHADCO, uniform standards for resident housekeeping have been developed for all Tenant's and Tenant's household members. The Tenant Agrees to be bound to abide by the Housekeeping Standards set forth below. A failure to abide by these Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall give use to CHADCO's right to terminate this lease and seek the eviction of the Tenant.

- (A) **CHADCO Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. CHADCO will inspect each dwelling unit at least annually, to determine compliance with the standards. Upon completion of an inspection, CHADCO will notify Tenant in writing if he/she fails to comply with the standards. CHADCO will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, CHADCO will schedule a second inspection.
- (B) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. Failure by the Tenant to abide by the Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall result in CHADCO terminating this Tenancy.
- (C) **Housekeeping Standards: Inside the Apartment**

General --

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds must be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks must be operable.
- (7) Trash: shall be disposed of properly and regularly and not left in the dwelling unit.
- (8) Dwelling unit should be free of rodent or insect infestation.
- (9) Heating units should be dusted and access uncluttered.
- (10) Washer & Dryers must be kept clean & lint should be removed from dryer after each use.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should

be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- (4) Exhaust fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the designated disposal area. Trash/garbage must be removed from the dwelling unit regularly and disposed of in the garbage facilities provided.
- (8) Dishwasher shall be clean and free of any debris, food and grease.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas--

- (1) Linen Closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards: Outside the apartment

The following standards apply to all dwelling units where the areas set forth below are provided for the exclusive use of the Tenant:

- (1) Porches and Balconies: should be clean and free of hazards. No items shall be stored upon porches or balconies.
- (2) Steps: should be clean, and free of hazards.
- (3) Sidewalks: should be clean and free of hazards.
- (4) Storm doors: should be clean, with glass or screens intact.
- (5) Parking lot: should be free of abandoned cars. No car repairs are allowed in the lots.
- (6) Hallways: should be clean and free of hazards
- (7) Stairwells: should be clean and uncluttered.
- (8) Laundry Areas: should be clean and neat. Remove lint from dryers after use.
- (9) Recycling: all tenants shall conform to the Local ordinance of the Borough of Carteret regarding the recycling of certain garbage and waste materials.

11. CRIMINAL ACTIVITY POLICY

CHADCO hereby provides notice to the Tenant of the following material terms of this lease.

A. Resident Conduct

1. Any criminal activity is grounds for a termination of this lease and shall give rise to a right for CHADCO to seek the Tenant's eviction if the criminal conduct threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants.
2. All drug-related criminal activity, whether on or off the premises, is also cause for a termination of lease and shall give rise to a right for CHADCO to seek the Tenant's eviction.
3. A tenancy may be terminated and the household evicted when the Tenant, any of the Tenant's household members, or any visitor or guest engages in any form of criminal activity described above.

4. CHADCO shall terminate the tenancy of any person who CHADCO determined is illegally using a controlled dangerous substance;
5. CHADCO shall terminate the tenancy of any Tenant
 - a. Where the Tenant, any of the Tenant's household members, visitors or guests are reasonably believed to be illegally using a controlled dangerous substance; or
 - b. whose illegal use of a controlled dangerous substance or whose abuse of alcohol is determined by CHADCO to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents of the development
 - c. Where the Tenant, any of the Tenant's household members, visitors, or guests willfully allow the dwelling unit to be used for the storage of, manufacture of, distribution of, or facilitation of the use of controlled dangerous substances.

B. Criminal Activity

1. Criminal activity including drug-related criminal activity is deemed to be a substantial breach of a material term of this lease. CHADCO will terminate the tenancy and seek eviction, under appropriate laws and statutes, of any Tenant determined to be in violation of this material term of the lease.
2. The Tenant has an affirmative obligation to assure that neither they nor any member of their household or any visitor or guest or anyone else under their control, by virtue of having been invited to the dwelling unit or premises, will engage in prohibited drug-related or other criminal activities. CHADCO may evict the Tenant when any household member, visitor or guest commits an action in violation of this lease provision. The Tenant has by signing this lease promised to ensure a crime-free household. The Tenant is strictly responsible for each household member, visitor or guest.

Notwithstanding the above CHADCO will handle all issues involving this lease provision on an individual basis.

C. Factors Considered in Determining to Terminate a Tenancy and Evict a Household.

1. The factor to be considered in determining whether to seek the eviction of a household:
 - a) The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who play by the rules and remain free of criminal activity including criminal activity involving drugs. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense i.e., performing as a drug merchant or the commission of violent acts. CHADCO will review on a case by case basis.

D. Rehabilitation for Abuse Problems.

In determining whether to evict a Tenant based on a pattern of use of a controlled dangerous substance abuse or a pattern of abuse of alcohol, CHADCO may consider, if presented by the Tenant whether such person:

1. has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable);
2. has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable); or
3. is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or abuse of alcohol (as applicable);

12. TERMINATION OF LEASE:

A. CHADCO shall not terminate or fail to renew this Lease other than for serious or repeated violation or for substantial violations of any material term of the Lease or of any addenda hereto. The following terms shall be considered material terms of this Lease but are not an exclusive listing.

1. Any and all obligations of the Tenant specified in any section of this lease or specified in any Addenda hereto.
2. Nonpayment of rent or any other charges deemed herein to be "Additional Rent" or "Retroactive Additional Rent" under this Lease.
3. Habitual late payment of rent, as set forth in Section 3E.
4. Serious or repeated interferences with the rights of other Tenants.
5. Serious or repeated damage to the dwelling unit, common areas, facility or premises.
6. Alteration, defacement, sale, destruction or other disposition of the leased dwelling unit, common areas, facility or premises or any part thereof.
7. Failure to timely report household composition or identity of any household member, and the failure to provide any other information or documentation required by this Lease or the failure to appear personally and comply with a request to recertify as to household income or household composition.
8. Misrepresentation (intentional or unintentional) of any material fact in the Application for Admission, or in any statements submitted to CHADCO in support of such an Application.
9. The keeping of an animal in or on the premises.
10. Such change in household size or composition that renders inappropriate the Tenants' continued occupancy of the dwelling unit.
11. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenants' control, shall be cause for termination of tenancy:
 - A) Any activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's premises by other residents.
 - B) Any criminal activity including drug-related criminal activity in, on or near the Tenant's dwelling unit or facility premises as defined in Section 7(N) of this Lease.
12. Serious or repeated violations of any of the Rules and Regulations applicable to the Tenant's dwelling unit, the common areas or premises as posted and in effect from time to time.
13. This Lease shall terminate upon the death of a Tenant, and may not be assigned to any other household member or person without the written consent of CHADCO, payment of rent arrears, additional rents or retroactive additional rents and the execution of a new Lease. However, the willingness and/or the ability of any remaining adult household member to pay any rent arrears, additional rent, or retroactive additional rent or to pay rent for the dwelling unit calculated on the income of the remaining member shall not be sufficient cause for the CHADCO to consider the remaining household member to be a Tenant of CHADCO, although it may be a necessary condition.

B. CHADCO shall give written notice of termination of this Lease in the form of a Notice Terminating Tenancy and Demand for Possession as follows:

1. (14) fourteen calendar days in the case of a failure to pay rent, additional rent or retroactive additional rent.
2. A reasonable time commensurate with the exigencies of the situation in the case of the creation or maintenance of a threat to the health, safety or welfare of other Tenants or of CHADCO's employees, vendors or agents.
3. (30) thirty calendar days in all other cases, pursuant to the laws of the State of New Jersey.

C. The Notice Terminating Tenancy and Demand for Possession served upon the Tenant shall state the specific ground(s) for termination.

D. When CHADCO issues a Notice Terminating Tenancy and Demand for Possession, it shall:

a. Specify that the judicial eviction procedure to be used by CHADCO for eviction procedure provides the opportunity for a hearing in the court of competent jurisdiction and that the procedure utilized contains the basic elements of due process.

b. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in this Lease. In deciding to evict for criminal activity, CHADCO shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that eviction would have on family members not involved in the prescribed activity. In appropriate cases, CHADCO may impose a condition that those family members who engaged in the prescribed activity will not reside in the unit. CHADCO may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to reside in the unit.

c. CHADCO may evict the Tenant from the unit only by bringing an appropriate judicial proceeding prescribed by the laws of the State of New Jersey.

E. Notice to Post Office: When CHADCO obtains the eviction of an individual or family from a dwelling unit, CHADCO shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. (This action will be taken so that the Post Office will terminate delivery of mail for such person at the unit, and such persons will not return to the development for pickup of the mail.)

F. This Lease may be terminated by the Tenant, at the end of the lease term by giving thirty (30) calendar days advance written notice, to become effective at the end of a month, to CHADCO at the Carteret Housing Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey 07008.

13. MISCELLANEOUS:

a. Captions: Captions or paragraph headings set forth in this lease are for reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

b. Integration: The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement between CHADCO and the Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No change hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of CHADCO, except with regard to any modifications of the Rules and Regulations of CHADCO.

c. Prior Lease Between the Tenant and CHADCO: It is hereby understood and agreed between the Tenant and CHADCO, that CHADCO reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due, additional rent due or retroactive additional rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the subject dwelling unit or a previous dwelling unit owned, operated or administered by

CHADCO and/or other premises leased by the Carteret Housing Authority, and that such claims may be endorsed as if arising under this Lease.

d. Accommodation of the Handicapped: A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice as required by 24 CFR 966.7 (b) that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of this tenancy.

14. WAIVER:

The failure of CHADCO to Exercise any right or remedy as provided herein or under federal or state law shall not effect its right to do so at a later date for similar or other causes.

15. RECEIPT OF ADDENDUMS

By signing this Lease, the Tenant hereby acknowledges receipt of all addenda hereto which are listed below. Further the Tenant acknowledges and agrees that each addendum received is hereby incorporated into this lease.

Addendum A	- Tenant's Rules and Regulations
Addendum B	- Window Guard
Addendum C	- Security Deposit Agreement
Addendum D	- Waiver of Relocation Assistance and Moving Expenses

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE AND OF THE ATTACHED ADDENDA HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY THE PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties execute this Residential Dwelling Lease this 8th day of September 2015, at the Housing Authority of the Borough of Carteret, State of New Jersey.

As to the Housing Authority of the Borough of Carteret:
For CHADCO's Veteran Housing

By: Eric F. M. Chubenko
Housing Authority Representative
Eric F. M. Chubenko, Executive Director

As to the Tenant:

By: Joseph De Domenico Sr.
Tenant
Joseph De Domenico Sr.

ADDENDUM A

TENANT RULES AND REGULATIONS

1. Residents are provided one (1) key per unit and the head of household will be responsible for said key. Replacement of lost keys will result in appropriate fees applied to the tenant's account as per list of charges for re-keying of cores and duplication of a new key. All keys are the responsibility of the head of household.
2. Residents lease and have use of their unit. Residents may not store any items on the grounds without permission from the Management.
3. No playhouses or other items may be placed on the grounds.
4. Gardens may not be planted, grounds altered, fence installed and/or pools allowed without written permission from Management.
5. Management may remove any items, belonging to the resident, placed on the grounds and/or hung on buildings or posts if place without approval from Management.
6. Residents are to keep the yard area neat, clear of possessions and may not erect any items on the grounds.
7. Porches are to be kept neat, clean and free of possessions to prevent trip and fall incidents.
8. No residents can keep a pit bull/fighting dog on the premises, nor are they to allow visitors with said animal(s).
9. Water beds are not allowed in the apartments or on the property of CHADCO.
10. Tampering, adjusting, modifying or disconnecting of smoke detectors is prohibited.
11. Halogen lamps are not allowed on CHADCO property.

ADDENDUM B

CHILD-PROTECTION WINDOW GUARDS

Child-Protection Window Guards; When Required

(a) Except as provided in (b) below, the owner or other person responsible for the management or control of a multiple dwelling shall, upon the written request of a tenant of a unit in which a child or children 10 years of age or under reside or are regularly present for a substantial period of time, provide install, and maintain approved child-protection window guards on the windows of the dwelling unit and on any windows in the public halls of a the multiple dwelling.

(b) The requirements of this subchapter shall not apply to any window, which either gives access to a fire escape or is on the first floor, or to any unit that is owner-occupied, is part of a condominium or is held by a proprietary lessee under a cooperative form of ownership or occupied by a shareholder in a mutual housing corporation.

For purposes of this subchapter, a window in a room or hallway shall not be considered to be on the first floor if the finished surface of the floor of that room or hallway is more than six feet above grade as measured at the location of the window.

(c) All leases offered to tenants in multiple dwellings, other than multiple dwellings under a condominium, cooperative or mutual housing form of ownership, shall contain a clear, legible and conspicuous notice advising tenants and prospective tenants that the owner is required by law to provide, install and maintain window guards in the apartment of any tenant who has a child or children 10 years of age or younger living in the apartment or regularly present there for a substantial period of time and makes a written request to the owner or the owner's representative that the window guards be installed, and the owner is also required, upon the written request of any such tenant, to provide, install, and maintain window guards in the building hallways to which persons in the tenants unit have access without having to go out of the building. A lease offered to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only to window guards in hallways above the first floor to which persons in the tenants unit have access without having to out of the building.

(d) At least once in each calendar year, the owner or other person who manages or controls a multiple dwelling, other than a multiple dwelling exempted by (c) above, shall deliver to each tenant a clear and legible notice containing the information required by (c) above. This notice shall be hand delivered to the tenant or send to the tenant, at the unit, by ordinary or certified mail. However, no additional notice shall be required in any year in which a tenant receives a copy of a lease or a lease renewal that is in conformity with (c) above. A notice given to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only I the hallways above the first floor to which persons in the tenant's unit have access without having to go out of the building.

General Installation Requirements

(a) Window guards shall be installed in accordance with all applicable requirements with manufacturer's instructions.

(b) Any window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool or excessive force. For purposes of this subchapter, an "emergency egress window" is any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape.

(c) Any window guard installed on a window that is not an emergency egress window, including any window in a unit located above the third floor and any window in a room on the second or third floor that is not a sleeping room, shall be designed, constructed and installed so that it cannot be removed, opened or dislodged without the use of a key or tool: provide, however, that no window guard shall be installed on any window giving access to a fire escape.

Specifications for Window Guards

(a) Window guards shall be so constructed as to reject the passage of a solid four-inch sphere at every space and interval.

(b) Window guards shall bear a 150- pound load at center span when extended to maximum

(c) Window guards shall be constructed of metal or of other material of comparable strength and durability. In order to avoid obstruction of light and air, the diameter or width of metal rods used in window guards shall not exceed one-half inch.

(d) Window guards shall be designed, constructed and installed so as to serve their intended protective purpose without any risk of collapse, breakage, spreading of the bars or other malfunction.

(e) Window guards shall protect the full openable area of each lower window.

Any existing window guard that does not protect the full openable area or the lower window shall be replaced by a window guard that does protect such full openable area not later than March 15, 2006.

(f) Window guards shall be securely fastened in order to bear the required load.

(g) All window guards shall be so designed and installed as to ensure that any space between the lowest section of the top horizontal bar of the window guard and the bottom of the upper sash is less than four inches.

(h) Screws used to mount window guards shall be:

Minimum size No. 10 and long enough to penetrate one inch into a wooden window frame; or
Of an adequate type, size and length to be securely fastened to a metal window frame.

(i) The coating of window guards shall be unleaded.

(j) Window guards shall be installed only in sound (non-rotting) mountings or tracks.

Additional Specifications for Window Guards for Other than Double-Hung Windows

Window guards intended for casements, sliders and other types or combinations of windows in which the height of the openings is not subject to limitation, shall be of such size as to fill the entire aperture, and shall reject passage of a solid four-inch sphere at every space or interval.

Except as otherwise provided in (c) below, sliding windows and vertical pivoting windows may be equipped with stopping devices in place of window guards as follows:

For sliding windows, solid metal blocks, measuring at least one-half the depth of the window track and one-half the width, shall be securely fastened into the bottom and upper window tracks to prevent the window from opening four inches or more.

For vertical pivoting windows, metal-stopping devices shall be securely fastened to the upper and lower window frames so as to prevent the window from pivoting open four inches or more. The height of the stopping devices shall extend no less than one inch or more than two inches beyond the window frame as needed to stop the window. The protruding edge of the stopping device shall be smooth and rounded.

Prohibited Acts

No person shall obstruct or interfere with the installation of child-protection window guards required under this subchapter, nor shall any person remove or otherwise render ineffective such window guards; provided, however, that the owner or the representative of the owner may remove window guards from an unoccupied unit or, with the consent of the tenant, from a unit in which no child 10 years of age or under resides, and provided, further, that the owner or the representative of the owner shall remove window guards when requested to do so by the tenant in writing.

Carteret Housing and Development Corp
Administered by the Carteret Housing
Authority

Facility: CHADCO - Veteran Housing

The **Carteret Housing and Development Corporation**, a body corporate organized and operated pursuant to the laws of the State of New Jersey, (hereinafter known alternatively as "**CHADCO**"), relying upon the representations made to it by the **Tenant** as the head of household as to his/her household composition, employment and the income of the head of household and members of the household, does hereby enter into this residential lease for the above referenced dwelling unit upon the following terms and conditions:

1. **FAMILY COMPOSITION:**

Tenant agrees that the person(s) identified below are the only members of his/her household who will reside at the leased premises:

Names of Household Members	Relationship to Tenant	Date of Birth	Social Security No.
<u>Christopher De Domenico</u>	<u>Head</u>	<u>4/5/1973</u>	<u>[REDACTED]</u>
<u>Daniel R. Montanye</u>	<u>Other Adult</u>	<u>8/22/1995</u>	<u>[REDACTED]</u>
<u>Amber A. Incles</u>	<u>Other Adult</u>	<u>1/21/1996</u>	<u>[REDACTED]</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

2. LEASE / TERM OF LEASE

CHADCO hereby rents, demises and leases unto Tenant for the term hereinafter stated (subject to earlier termination as hereinafter provided) the dwelling unit described above. This lease shall be for the period of one year beginning on July 1, 2017 and ending on June 30, 2018 and is to be automatically renewable for successive one month periods unless properly terminated pursuant to the terms of this lease.

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is as follows during the term of this lease:

A. Rent for the period beginning July 1 20 17, and ending at midnight on June 30 20 18, is \$ 1,200.00. Thereafter, monthly rent in the amount of \$ 1,200.00 will be due on or before the first day of each month throughout the term of the lease. Payments made as rent will be applied first to any outstanding balances which may include rent, repair/damage charges or any other balances due and owing to the Housing Authority. Pursuant to the terms contained herein, all such charges are deemed to be and are collectible as "additional rent". This shall not be construed to require the acceptance by CHADCO of rent payments tendered for a period subsequent to the expiration of a Notice of Termination and Demand for Possession served upon the Tenant in accordance with this lease, federal regulations and state law. CHADCO reserves the right to refuse payments of less than the full amount due and owing under this lease (plus court costs, if applicable).

B. **SECURITY DEPOSIT:** Tenant agrees to place a security deposit in the total amount of \$1,200.00 with CHADCO which is equal to 1 months rent payable per the attached addendum C.

The security deposit shall be held by CHADCO and is to be applied against any damage done to the premises by the Tenant, the Tenant's household members, visitor's or guests (normal wear and tear excepted); and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit remain intact. Upon termination of this lease, the security deposit shall be refunded to the Tenant or be applied to any damage or any rent delinquency, attorneys fees, court fees, or eviction costs or any other amounts due and owing to CHADCO.

Interest will accrue on the security deposit and shall be paid to or applied to any account balance at time of lease termination in accordance with the laws of the State of New Jersey and federal regulations.

C. All charges for maintenance and repair beyond normal wear and tear are due and payable on the date stated in the notice on which the charge is made, but not sooner than (14) fourteen days after delivery of the notice. Upon assessment of such charge(s) by CHADCO, same shall be collectible as "additional rent".

D. **LATE CHARGES** - Any rent payment received by CHADCO (5) five business days after it is due shall be subject to a late charge, which will be due and payable immediately and along with the monthly rent. The late charge shall be \$25 for every occurrence. Late charges assessed to a Tenant by CHADCO shall be collectible as and deemed to be "additional rent". CHADCO reserves the right to modify the late charge set forth above.

E. In the event the Tenant is late in the payment of rent on (3) three occasions in any (12) twelve month period, the Tenant will be subject to a termination of this Tenancy and be evicted.

F. **ATTORNEY, COURT COST AND EVICTION COSTS:** Tenants will be charged a fee to cover court costs and reasonable attorney fees as the Court may award whenever CHADCO incurs costs and/or attorneys fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Housing Authority permission to remove from the public way and store any personal property left in the unit and to dispose of such property of such property as prescribed by law and agrees that the tenant will be responsible for the actual costs for moving any personal property from the unit, and any other costs directly associated with the eviction. An attorney's fee of (\$184.00) one hundred eighty four dollars shall be assessed, each time a court appearance by counsel, is required, whether for trial, motion or other hearing. Any attorney's fee assessed against a Tenant shall be deemed to be and collectible as additional rent.

G. **UTILITIES:** Tenant shall be responsible for all utilities.

4. RENT, OCCUPANCY AND ELIGIBILITY:

Tenant agrees to report to CHADCO any changes in household composition or any changes in the income of a household member or where any person other than the household members identified in Section 1 of this lease begins to reside in the dwelling unit, or any of the persons identified in Section 1

of this lease discontinues residing in the dwelling unit. The aforementioned changes must be reported to CHADCO in writing within (15) fifteen days of the occurrence of such change, and said report must be accompanied by such documentation as evidences the subject change.

When requested by CHADCO, the Tenant must recertify as to household composition, household income and employment status of all persons residing within the dwelling unit. Tenant also agrees to furnish accurate information and documentation to CHADCO, verifying identity, income, and employment of all persons residing within the dwelling unit. The Tenant expressly agrees that the responsibility to provide or to cause to be provided, such financial information and documentation is exclusively that of the Tenant. This information shall be used by CHADCO in determining whether the Tenant is still eligible for the program. Tenant also shall give CHADCO authorization to independently verify all sources of income.

A. Rental payments set forth in Section 3 hereof and such "additional rents", if any, or as adjusted pursuant to the above will remain in effect for the term of the lease. If this lease is an extension of an occupancy by the Tenant under a prior lease or leases with CHADCO, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder, as part of the regular monthly rent and shall be collectible as and deemed to be "additional rents."

B. If CHADCO determines that the Tenant must transfer to another dwelling unit based upon the suitability of the dwelling unit for the Tenant, CHADCO shall notify the Tenant at least 30 days in advance of the effective date of the action. The Tenant shall not have the right to select the unit or the facility in which the alternate unit is located.

5. OCCUPANCY:

A. The Tenant shall have the right to the exclusive use and occupancy of the dwelling unit identified in this ~~lease~~this lease. Guests or visitors of the Tenant may be accommodated for no longer than a period of (2) two weeks per visitor/guest. "Guest" or "Visitor" means a person in the dwelling unit or upon the premises in which the dwelling unit is contained with the consent of the Tenant or with the consent of a household member of the Tenant. The Tenant is strictly responsible for providing CHADCO with notice in writing of all overnight visitors or guests staying on the premises for more than (2) two nights. The written notice must be given no later than the (3rd) third day after the guest begins staying at the premises.

B. If any visit will extend beyond (2) two weeks, the Tenant must notify the CHADCO in writing, stating the reasons for the extended visit, which must be authorized in writing by CHADCO.

C. During the term of the lease, each unit will have use a double off-street parking space allocated for up to two vehicles. The specific space will be identified at the time of the execution of this lease and the Tenant will have use of the same double parking space throughout the term of this lease. All vehicles parked on CHADCO's property must be in proper working order with current registration, inspection and insurance.

6. OBLIGATION OF CHADCO:

CHADCO shall be obligated, other than for circumstances beyond its reasonable control, as follows:

A. To maintain the common areas, general premises and the facility in decent, safe and sanitary condition.

B. To comply with requirements of applicable federal, state and local building codes, health codes, and H.U.D. regulations materially affecting health and safety.

C. To make necessary repairs to the dwelling unit and/or premises within a reasonable period of time after receiving written notice from the Tenant of the need for such repair.

D. To keep facility buildings and common areas not otherwise assigned to the Tenant for exclusive use for maintenance and upkeep, in a clean and safe condition.

E. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the CHADCO.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit and premises by the Tenant in accordance with Section 7(J) and Section 10 of this lease.

G. To supply electrical utility service, running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year as required by New Jersey State Law.

H. To notify the Tenant of the specific grounds for any proposed action including any adverse action by CHADCO directly affecting the interests of the Tenant. Such actions include, but are not limited to, a proposed lease termination; a proposed transfer of the Tenant to another dwelling unit; or the imposition of charges for maintenance and repair or damages to the dwelling unit or for the assessment of charges deemed under this lease to be "additional rent".

7. OBLIGATIONS OF THE TENANT:

The Tenant, Tenant's household members, guests and visitors shall be obligated as follows:

A. To pay rent, (and all other charges assessed in this lease and deemed to be "additional rent" or "retroactive additional rent") each month in the amount fixed by this lease or any amendment or modification hereto, including any adjusted rent amounts pursuant to the process described in Section 3 and Section 4 of this lease. Rent, "additional rent", "retroactive additional rent", maintenance charges set forth in Addendum A and other charges must be paid to the Carteret Housing Authority at the Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey. The Carteret Housing Authority will not accept cash.

B. Not to assign this Lease to any person and not to sublease, transfer or share possession of the dwelling unit to or with any person not listed in this lease as a household member.

C. Not to provide accommodations for boarders, lodgers or to allow this unit to be used as a residence by any guest or visitor.

D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members as identified in this Lease, and not to use or permit its use for any other purpose. With the written consent of CHADCO, the Tenant or the Tenant's household members may engage in legal activities in the dwelling unit, where CHADCO determines that such activities are incidental to the primary use of the leased unit as a residence by the Tenant and Tenant's household members.

E. To abide by all Rules and Regulations issued by CHADCO for the benefit and well-being of the facility and/or the other Tenants. Any violation of such Rules and Regulations shall constitute a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provisions of this Lease, the provision of this Lease shall govern. The current Rules and Regulations are attached hereto as Addendum A.

F. To comply with all obligations imposed upon Tenants by applicable provisions of federal and State law and of local Building, Health and Housing codes and ordinances addressing health and safety.

G. To keep the dwelling unit, premises, common areas, adjacent grounds and other such areas as may be assigned for Tenant's use in a clean, orderly and safe condition. If authorized in writing by CHADCO, the Tenant may paint or make minor repairs to the dwelling unit at his/her expense.

H. To provide reasonable care and upkeep of smoke detectors (including changing batteries) and the performance of periodic testing of apartment smoke detectors to assure each is in working order.

- I. To regularly and appropriately dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- J. To use, only as intended, and ~~in and in~~ a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen appliances, other facilities and appurtenances. Tenant shall provide refrigerator.
- K. To refrain from, and to cause household members, visitors and guests, to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, premises or facility.
- L. To conduct himself/herself and cause other persons who are on the premises or within the dwelling unit with his/her consent (whether or not such persons presence of the premises is then known by the Tenant and whether or not the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and in a manner that will not disturb their neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the facility in a decent, safe and sanitary condition.
- M. To agree that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises, while the Tenant is a resident, as more fully described in the "Criminal Activity" section of this lease. A complete description of the "Criminal Activity" provision is contained within this Lease at Section 11.
- N. To abide by the terms & conditions in the Housekeeping Standards set forth at Section 10.
- O. To pay any charge (other than for normal wear and tear) for the repair of damages to the dwelling units, premises, buildings, facilities or common areas caused by Tenant, members of Tenant's household or their guests, or by Tenant's failure to report needed repairs, which charges are in accordance with actual costs to make such repairs. Any damage to the dwelling unit, premises, buildings, facilities or common areas which is not described in writing to CHADCO prior to Tenant's occupancy will be presumed to have been caused by Tenant. Any charges in connection with the repair of the same shall be collectible from Tenant by CHADCO and shall be deemed to be "additional rent".
- P. To permit CHADCO, pursuant to the provisions of Section 10, reasonable entrance to the dwelling unit for the purposes of performing periodic inventories and inspections, reading utility meters, performing routine maintenance, performing any necessary improvements, repairs or for the purpose of showing the dwelling unit for leasing.
- Q. To promptly report to CHADCO any needed repairs to the dwelling unit or to the premises.
- R. To refrain from placing fixtures, temporary or permanent structures, signs or fences in or about the premises ~~without~~ ~~first~~ ~~without first~~ obtaining the prior (revocable) permission of CHADCO in writing. This prohibition includes but is not limited to the placement of an antenna or satellite dish.
- S. To comply with the provisions of any Rider attached to and incorporated in this Lease.
- T. To notify the CHADCO in writing, of absence of the Tenant or any household member from the dwelling unit which exceeds fifteen (15) days or to notify CHADCO when any family member moves out. The written notice must contain a certification by the family as to where the family member is temporarily or permanently relocated to.
- U. To refrain from the illegal use and/or illegal possession of firearms and/or other weapons.
- V. Upon ~~vacating~~ ~~vacating~~, to leave the dwelling unit in a clean condition, excepting for normal wear and tear, and to return all keys to CHADCO. Any personal property left by the Tenant in or about the dwelling unit ~~after unit after~~ he/she vacates will be considered as abandoned and may be disposed of as CHADCO sees fit.

W. To share in maintenance of common areas in accordance with any program developed by CHADCO. In the event the Tenant fails to participate he/she may be subject to charge or fine pursuant to the published Rules and Regulations.

X. To recertify as to the household composition and household income with CHADCO when requested as more fully described in Section 4 of this lease. In addition thereto, to recertify any time there is a change of household composition or household income pursuant to Section 4.

It is specifically agreed to by the Tenant hereto, that a failure to perform, to abide by, and/or refrain from any of acts, obligations or requirements contained in the foregoing provisions constitutes a substantial breach of a material term of this lease. The failure of the Tenant to perform, to abide by and/or refrain from any acts, obligations or requirements contained herein shall give rise to a right of CHADCO to terminate this lease in accordance with New Jersey State Law and federal regulation.

8. DEFECT, HAZARDS TO LIFE HEALTH OR SAFETY:

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

CHADCO Responsibilities:

(a) CHADCO shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from the Tenant, provided, that if the damage was caused by the Tenant, the Tenant's household members, visitors or guests, the reasonable cost of such repairs shall be charged to Tenant. The charge for such repairs assessed against the Tenant shall be collectible as and deemed to be "additional rent".

(b) CHADCO shall offer Tenant a replacement dwelling unit, if available, if the necessary repairs cannot be made within a reasonable time. CHADCO shall not be required to offer Tenant a replacement unit if the necessary repairs were caused by Tenant, household members or guests or if the damage to the dwelling unit does not affect the habitability of the dwelling unit.

(c) Tenant shall accept any replacement unit offered by CHADCO.

(d) In the event repairs cannot be made by CHADCO, as described above, then rent shall abate in proportion to the seriousness of the damage and loss of the level of habitability as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations, if the damage incurred was caused by the Tenant, the Tenant's household members, visitors or guests or where the damage does not materially affect the habitability of the dwelling unit.

(e) If CHADCO determines that the dwelling unit is untenable because of imminent danger to life, health or safety and alternative accommodations are refused by the Tenant or are not available through CHADCO, this Lease shall be terminated.

Tenant Responsibilities:

(a) Tenant shall be responsible for all lawn mowing, lawn care, general property maintenance and snow removal from porch, walkways and public sidewalk.

(b) Tenant shall immediately notify CHADCO main offices of any damage when the damage is or becomes sufficiently obvious or severe.

(c) Tenant agrees to continue to pay full rent, during the time in which the defect remains uncorrected, unless CHADCO agrees in writing to a ~~temporary~~ temporary rent abatement as specified above.

Inspections:

(a) Move-in Inspections: CHADCO and the Tenant shall inspect the dwelling unit prior to occupancy by the Tenant. Any deficiencies identified by the Tenant must be submitted in writing to CHADCO in advance of the move-in and will be corrected by CHADCO, at no charge to the Tenant.

(b) Other Inspections: CHADCO will inspect the unit at least annually to check and perform any needed maintenance, Tenant housekeeping, and other lease compliance matters.

(c) Move-Out Inspections: CHADCO will inspect the unit at the time Tenant vacates and serve upon Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant may join in such inspection, unless Tenant vacated without notice to CHADCO.

9. NOTICE PROCEDURES:

(a) Tenant Responsibility -- Any notice to CHADCO must be in writing, delivered to the designated CHADCO office, or sent by prepaid first-class mail, properly addressed.

(b) CHADCO Responsibility -- Notice to the Tenant must be in writing, delivered to the Tenant or to any adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail addressed to the Tenant.

(c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage pre-paid. Unopened, canceled, first class mail returned by the Post Office shall be ~~sufficient evidence~~ sufficient evidence that notice was given, whether signed or unsigned. CHADCO may elect to serve any notice by certified mail, return receipt requested.

(d) If the Tenant is visually impaired, all notices must be in an accessible format provided that CHADCO has notice of Tenant's visual impairment.

10. HOUSEKEEPING STANDARDS:

In an effort to improve the livability and conditions of the apartments owned and managed by CHADCO, uniform standards for resident housekeeping have been developed for all Tenant's and Tenant's household members. The Tenant Agrees to be bound to abide by the Housekeeping Standards set forth below. A failure to abide by these Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall give use to CHADCO's right to terminate this lease and seek the eviction of the Tenant.

(A) CHADCO Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. CHADCO will inspect each dwelling unit at least annually, to determine compliance with the standards. Upon completion of an inspection, CHADCO will notify Tenant in writing if he/she fails to comply with the standards. CHADCO will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, CHADCO will schedule a second inspection.

(B) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure by the Tenant to abide by the Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall result in CHADCO terminating this Tenancy.

(C) Housekeeping Standards: Inside the Apartment

General --

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds must be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks must be operable. sh
- (7) Trash: shall be disposed of properly and regularly and not left in the dwelling unit.
- (8) Dwelling unit should be free of rodent or insect infestation.
- (9) Heating units should be dusted and access uncluttered.
- (10) Washer & Dryers must be kept clean & lint should be removed from dryer after each use.

Kitchen--

- (1) Stove: should be clean and free of food and grease.

- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the designated disposal area. Trash/garbage must be removed from the dwelling unit regularly and disposed of in the garbage facilities provided.
- (8) Dishwasher shall be clean and free of any debris, food and grease.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas--

- (1) Linen Closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards: Outside the apartment

The following standards apply to all dwelling units where the areas set forth below are provided for the exclusive use of the Tenant:

- (1) Porches and Balconies: should be clean and free of hazards. No items shall be stored upon porches or balconies.
- (2) Steps: should be clean, and free of hazards.
- (3) Sidewalks: should be clean and free of hazards.
- (4) Storm doors: should be clean, with glass or screens intact.
- (5) Parking lot: should be free of abandoned cars. No car repairs are allowed in the lots.
- (6) Hallways: should be clean and free of hazards
- (7) Stairwells: should be clean and uncluttered.
- (8) Laundry Areas: should be clean and neat. Remove lint from dryers after use.
- (9) Recycling: all tenants shall conform to the Local ordinance of the Borough of Carteret regarding the recycling of certain garbage and waste materials.

11. CRIMINAL ACTIVITY POLICY

CHADCO hereby provides notice to the Tenant of the following material terms of this lease.

A. Resident Conduct

1. Any criminal activity is grounds for a termination of this lease and shall give rise to a right for CHADCO to seek the Tenant's eviction if the criminal conduct threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants.
2. All drug-related criminal activity, whether on or off the premises, is also cause for a termination of lease and shall give rise to a right for CHADCO to seek the Tenant's eviction.

3. A tenancy may be terminated and the household evicted when the Tenant, any of the Tenant's household members, or any visitor or guest engages in any form of criminal activity described above.
4. CHADCO shall terminate the tenancy of any person who CHADCO determined is illegally using a controlled dangerous substance;
5. CHADCO shall terminate the tenancy of any Tenant
 - a. Where the Tenant, any of the Tenant's household members, visitors or guests are reasonably believed to be illegally using a controlled dangerous substance; or
 - b. whose illegal use of a controlled dangerous substance or whose abuse of alcohol is determined by CHADCO to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents of the development
 - c. Where the Tenant, any of the Tenant's household members, visitors, or guests willfully allow the dwelling unit to be used for the storage of, manufacture of, distribution of, or facilitation of the use of controlled dangerous substances.

B. Criminal Activity

1. Criminal activity including drug-related criminal activity is deemed to be a substantial breach of a material term of this lease. CHADCO will terminate the tenancy and seek eviction, under appropriate laws and statutes, of any Tenant determined to be in violation of this material term of the lease.
2. The Tenant has an affirmative obligation to assure that neither they nor any member of their household or any visitor or guest or anyone else under their control, by virtue of having been invited to the dwelling unit or premises, will engage in prohibited drug-related or other criminal activities. CHADCO may evict the Tenant when any household member, visitor or guest commits an action in violation of this lease provision. The Tenant has by signing this lease promised to ensure a crime-free household. The Tenant is strictly responsible for each household member, visitor or guest.

Notwithstanding the above CHADCO will handle all issues involving this lease provision on an individual basis.

C. Factors Considered in Determining to Terminate a Tenancy and Evict a Household.

1. The factor to be considered in determining whether to seek the eviction of a household:
 - a) The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who play by the rules and remain free of criminal activity including criminal activity involving drugs. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense i.e., performing as a drug merchant or the commission of violent acts. CHADCO will review on a case by case basis.

D. Rehabilitation for Abuse Problems.

In determining whether to evict a Tenant based on a pattern of use of a controlled dangerous substance abuse or a pattern of abuse of alcohol, CHADCO may consider, if presented by the Tenant whether such person:

1. has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable);
2. has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable); or

3. is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or abuse of alcohol (as applicable);

12. **TERMINATION OF LEASE:**

A. CHADCO shall not terminate or fail to renew this Lease other than for serious or repeated violation or for substantial violations of any material term of the Lease or of any addenda hereto. The following terms shall be considered material terms of this Lease but are not an exclusive listing.

1. Any and all obligations of the Tenant specified in any section of this lease or specified in any Addenda hereto.
2. Nonpayment of rent or any other charges deemed herein to be "Additional Rent" or "Retroactive Additional Rent" under this Lease.
3. Habitual late payment of rent, as set forth in Section 3E.
4. Serious or repeated interferences with the rights of other Tenants.
5. Serious or repeated damage to the dwelling unit, common areas, facility or premises.
6. Alteration, defacement, sale, ~~destruction~~, destruction or other disposition of the leased dwelling unit, common areas, facility or ~~premises~~ premises or any part thereof.
7. Failure to timely report any ~~change~~ household composition or identity of any household member, and the failure to provide any other information or documentation required by this Lease or the failure to appear personally and comply with a request to recertify as to household income or household composition.
8. Misrepresentation (intentional or unintentional) of any material fact in the Application for Admission, or in any statements submitted to CHADCO in support of such an Application.
9. The keeping of an animal in or on the premises.
10. Such change in household size or composition that renders inappropriate the Tenants' continued occupancy of the dwelling unit.
11. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenants' control, shall be cause for termination of tenancy:
 - A) Any activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's premises by other residents.
 - B) Any criminal activity including drug-related criminal activity in, on or near the Tenant's dwelling unit or facility premises as defined in Section 7(N) of this Lease.
12. Serious or repeated violations of any of the Rules and Regulations applicable to the Tenant's dwelling unit, the common areas or premises as posted and in effect from time to time.
13. This Lease shall terminate upon the death of a Tenant, and may not be assigned to any other household member or person without the written consent of CHADCO, payment of rent ~~arrears~~, arrears, additional rents or retroactive additional rents and the execution of a new Lease. However, the willingness and/or the ability of any remaining adult household member to pay any rent arrears, additional rent, or retroactive additional rent or to pay rent for the dwelling unit calculated on the income of the remaining member shall not be sufficient cause for the CHADCO to consider the remaining household member to be a Tenant of CHADCO, although it may be a necessary condition.

B. CHADCO shall give written notice of termination of this Lease in the form of a Notice Terminating Tenancy and Demand for Possession as follows:

1. (14) fourteen calendar days in the case of a failure to pay rent, additional rent or retroactive additional rent.
2. A reasonable time commensurate with the exigencies of the situation in the case of the creation or maintenance of a threat to the health, safety or welfare of other Tenants or of CHADCO's employees, vendors or agents.
3. (30) thirty calendar days in all other cases, pursuant to the laws of the State of New Jersey.

C. The Notice Terminating Tenancy and Demand for Possession served upon the Tenant shall state the specific ground(s) for termination.

D. When CHADCO issues a Notice Terminating Tenancy and Demand for Possession, it shall:

a. Specify that the judicial eviction procedure to be used by CHADCO for eviction procedure provides the opportunity for a hearing in the ~~court~~ of court of competent jurisdiction and that the procedure utilized contains the basic elements of due process.

b. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in this Lease. In deciding to evict for criminal activity, CHADCO shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that eviction would have on family members not involved in the prescribed activity. In appropriate cases, CHADCO may impose a condition that those family members who engaged in the prescribed activity will not reside in the unit. CHADCO may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to reside in the unit.

c. CHADCO may evict the Tenant from the unit only by bringing an appropriate judicial proceeding prescribed by the laws of the State of New Jersey.

E. Notice to Post Office: When CHADCO obtains the eviction of an individual or family from a dwelling unit, CHADCO shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. (This action will be taken so that the Post Office will terminate delivery of mail for such person at the unit, and such persons will not return to the development for pickup of the mail.)

F. This Lease may be terminated by the Tenant, at the end of the lease term by giving thirty (30) calendar days advance written notice, to become effective at the end of a month, to CHADCO at the Carteret Housing Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey 07008.

13. MISCELLANEOUS:

a. Captions: Captions or paragraph headings set forth in this lease are for reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

b. Integration: The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement between CHADCO and the Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No change hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of CHADCO, except with regard to any modifications of the Rules and Regulations of CHADCO.

c. Prior Lease Between the Tenant and CHADCO: It is hereby understood and agreed between the Tenant and CHADCO, that CHADCO reserves all rights and remedies to terminate

this Lease and/or to make any claim for rent due, additional rent due or retroactive additional rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the subject dwelling unit or a previous dwelling unit owned, operated or administered by CHADCO and/or other premises leased by the Carteret Housing Authority, and that such claims may be endorsed as if arising under this Lease.

d. Accommodation of the Handicapped: A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice as required by 24 CFR 966.7 (b) that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of this tenancy.

14. WAIVER:

The failure of CHADCO to Exercise any right or remedy as provided herein or under federal or state law shall not effect its right to do so at a later date for similar or other causes.

15. RECEIPT OF ADDENDUMS

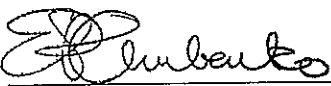
By signing this Lease, the Tenant hereby acknowledges receipt of all addenda hereto which are listed below. Further the Tenant acknowledges and agrees that each addendum received is hereby incorporated into this lease.

Addendum A	- Tenant's Rules and Regulations
Addendum B	- Window Guard
Addendum C	- Security Deposit Agreement
Addendum D	- Waiver of Relocation Assistance and Moving Expenses

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE AND OF THE ATTACHED ADDENDA HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY THE PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties execute this Residential Dwelling Lease this _____ day of _____ June 2017, at the Housing Authority of the Borough of Carteret, State of New Jersey.

As to the Housing Authority of the Borough of Carteret:
For CHADCO's Veteran Housing

By: 
Housing Authority Representative
Eric F. M. Chubenko, Executive Director

As to the Tenant:

By: 
Tenant
Christopher G. De Domenico

ADDENDUM A

TENANT RULES AND REGULATIONS

1. Residents are provided one (1) key per unit and the head of household will be responsible for said key. Replacement of lost keys will result in appropriate fees applied to the tenant's account as per list of charges for re-keying of cores and duplication of a new key. All keys are the responsibility of the head of household.
2. Residents lease and have use of their unit. Residents may not store any items on the grounds without permission from the Management.
3. No playhouses or other items may be placed on the grounds.
4. Gardens may not be planted, grounds altered, fence installed and/or pools allowed without written permission from Management.
5. Management may remove any items, belonging to the resident, placed on the grounds and/or hung on buildings or posts if place without approval from Management.
6. Residents are to keep the yard area neat, clear of possessions and may not erect any items on the grounds.
7. Porches are to be kept neat, clean and free of possessions to prevent trip and fall incidents.
8. No residents can keep a pit bull/fighting dog on the premises, nor are they to allow visitors with said animal(s).
9. Water beds are not allowed in the apartments or on the property of CHADCO.
10. Tampering, adjusting, modifying or disconnecting of smoke detectors is prohibited.
11. Halogen lamps are not allowed on CHADCO property.

ADDENDUM B

CHILD-PROTECTION WINDOW GUARDS

Child-Protection Window Guards; When Required

(a) Except as provided in (b) below, the owner or other person responsible for the management or control of a multiple dwelling shall, upon the written request of a tenant of a unit in which a child or children 10 years of age or under reside or are regularly present for a substantial period of time, provide install, and maintain approved child-protection window guards on the windows of the dwelling unit and on any windows in the public halls of a the multiple dwelling.

(b) The requirements of this subchapter shall not apply to any window, which either gives access to a fire escape or is on the first floor, or to any unit that is owner-occupied, is part of a condominium or is held by a proprietary lessee under a cooperative form of ownership or occupied by a shareholder in a mutual housing corporation.

For purposes of this subchapter, a window in a room or hallway shall not be considered to be on the first floor if the finished surface of the floor of that room or hallway is more than six feet above grade as measured at the location of the window.

(c) All leases offered to tenants in multiple dwellings, other than multiple dwellings under a condominium, cooperative or mutual housing form of ownership, shall contain a clear, legible and conspicuous notice advising tenants and prospective tenants that the owner is required by law to provide, install and maintain window guards in the apartment of any tenant who has a child or children 10 years of age or younger living in the apartment or regularly present there for a substantial period of time and makes a written request to the owner or the owner's representative that the window guards be installed, and the owner is also required, upon the written request of any such tenant, to provide, install, and maintain window guards in the building hallways to which persons in the tenants unit have access without having to go out of the building. A lease offered to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only to window guards in hallways above the first floor to which persons in the tenants unit have access without having to out of the building.

(d) At least once in each calendar year, the owner or other person who manages or controls a multiple dwelling, other than a multiple dwelling exempted by (c) above, shall deliver to each tenant a clear and legible notice containing the information required by (c) above. This notice shall be hand delivered to the tenant or send to the tenant, at the unit, by ordinary or certified mail. However, no additional notice shall be required in any year in which a tenant receives a copy of a lease or a lease renewal that is in conformity with (c) above. A notice given to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only I the hallways above the first floor to which persons in the tenant's unit have access without having to go out of the building.

General Installation Requirements

(a) Window guards shall be installed in accordance with all applicable requirements with manufacturer's instructions.

(b) Any window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool or excessive force. For purposes of this subchapter, an "emergency egress window" is any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape.

(c) Any window guard installed on a window that is not an emergency egress window, including any window in a unit located above the third floor and any window in a room on the second or third floor that is not a sleeping room, shall be designed, constructed and installed so that it cannot be removed, opened or dislodged without the use of a key or tool: provide, however, that no window guard shall be installed on any window giving access to a fire escape.

Specifications for Window Guards

(a) Window guards shall be so constructed as to reject the passage of a solid four-inch sphere at every space and interval.

(b) Window guards shall bear a 150- pound load at center span when extended to maximum

(c) Window guards shall be constructed of metal or of other material of comparable strength and durability. In order to avoid obstruction of light and air, the diameter or width of metal rods used in window guards shall not exceed one-half inch.

(d) Window guards shall be designed, constructed and installed so as to serve their intended protective purpose without any risk of collapse, breakage, spreading of the bars or other malfunction.

(e) Window guards shall protect the full openable area of each lower window.

Any existing window guard that does not protect the full openable area or the lower window shall be replaced by a window guard that does protect such full openable area not later than March 15, 2006.

(f) Window guards shall be securely fastened in order to bear the required load.

(g) All window guards shall be so designed and installed as to ensure that any space between the lowest section of the top horizontal bar of the window guard and the bottom of the upper sash is less than four inches.

(h) Screws used to mount window guards shall be:

Minimum size No. 10 and long enough to penetrate one inch into a wooden window frame; or
Of an adequate type, size and length to be securely fastened to a metal window frame.

(i) The coating of window guards shall be unleaded.

(j) Window guards shall be installed only in sound (non-rotting) mountings or tracks.

Additional Specifications for Window Guards for Other than Double-Hung Windows

Window guards intended for casements, sliders and other types or combinations of windows in which the height of the openings is not subject to limitation, shall be of such size as to fill the entire aperture, and shall reject passage of a solid four-inch sphere at every space or interval.

Except as otherwise provided in (c) below, sliding windows and vertical pivoting windows may be equipped with stopping devices in place of window guards as follows:

For sliding windows, solid metal blocks, measuring at least one-half the depth of the window track and one-half the width, shall be securely fastened into the bottom and upper window tracks to prevent the window from opening four inches or more.

For vertical pivoting windows, metal-stopping devices shall be securely fastened to the upper and lower window frames so as to prevent the window from pivoting open four inches or more. The height of the stopping devices shall extend no less than one inch or more than two inches beyond the window frame as needed to stop the window. The protruding edge of the stopping device shall be smooth and rounded.

Prohibited Acts

No person shall obstruct or interfere with the installation of child-protection window guards required under this subchapter, nor shall any person remove or otherwise render ineffective such window guards; provided, however, that the owner or the representative of the owner may remove window guards from an unoccupied unit or, with the consent of the tenant, from a unit in which no child 10 years of age or under resides, and provided, further, that the owner or the representative of the owner shall remove window guards when requested to do so by the tenant in writing.

Carteret Redevelopment Agency
Administered by the Carteret Housing
Authority

Facility: CARA

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is as follows during the term of this lease:

A. Rent for the period beginning April 1st 20 16, and ending at midnight on March 31st 20 17, is \$ 1,600.00. Thereafter, monthly rent in the amount of \$ 1,600 will be due on or before the first day of each month throughout the term of the lease. Payments made as rent will be applied first to any outstanding balances which may include rent, repair/damage charges or any other balances due and owing to the Housing Authority. Pursuant to the terms contained herein, all such charges are deemed to be and are collectible as "additional rent". This shall not be construed to require the acceptance by CARA of rent payments tendered for a period subsequent to the expiration of a Notice of Termination and Demand for Possession served upon the Tenant in accordance with this lease, federal regulations and state law. CARA reserves the right to refuse payments of less than the full amount due and owing under this lease (plus court costs, if applicable).

B. **SECURITY DEPOSIT:** No security deposit.

C. All charges for maintenance and repair beyond normal wear and tear are due and payable on the date stated in the notice on which the charge is made, but not sooner than (14) fourteen days after delivery of the notice. Upon assessment of such charge(s) by CARA, same shall be collectible as "additional rent".

D. **LATE CHARGES** - Any rent payment received by CARA (5) five business days after it is due shall be subject to a late charge, which will be due and payable immediately and along with the monthly rent. The late charge shall be \$25 for every occurrence. Late charges assessed to a Tenant by CARA shall be collectible as and deemed to be "additional rent". CARA reserves the right to modify the late charge set forth above.

E. In the event the Tenant is late in the payment of rent on (3) three occasions in any (12) twelve month period, the Tenant will be subject to a termination of this Tenancy and be evicted.

F. **ATTORNEY, COURT COST AND EVICTION COSTS:** Tenants will be charged a fee to cover court costs and reasonable attorney fees as the Court may award whenever CARA incurs costs and/or attorneys fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Housing Authority permission to remove from the public way and store any personal property left in the unit and to dispose of such property of such property as prescribed by law and agrees that the tenant will be responsible for the actual costs for moving any personal property from the unit; and any other costs directly associated with the eviction. An attorney's fee of (\$184.00) one hundred eighty four dollars shall be assessed, each time a court appearance by counsel, is required, whether for trial, motion or other hearing. Any attorney's fee assessed against a Tenant shall be deemed to be and collectible as additional rent.

G. **UTILITIES:** Tenant shall be responsible for all utilities.

4. RENT, OCCUPANCY AND ELIGIBILITY:

Tenant agrees to report to CARA any changes in household composition or any changes in the income of a household member or where any person other than the household members identified in Section 1 of this lease begins to reside in the dwelling unit, or any of the persons identified in Section 1 of this lease discontinues residing in the dwelling unit. The aforementioned changes must be reported to CARA in writing within (15) fifteen days of the occurrence of such change, and said report must be accompanied by such documentation as evidences the subject change.

When requested by CARA, the Tenant must recertify as to household composition, household income and employment status of all persons residing within the dwelling unit. Tenant also agrees to furnish accurate information and documentation to CARA, verifying identity, income, and employment of all persons residing within the dwelling unit. The Tenant expressly agrees that the responsibility to provide or to cause to be provided, such financial information and documentation is exclusively that of the Tenant. This information shall be used by CARA in determining whether the Tenant is still eligible for the program. Tenant also shall give CARA authorization to independently verify all sources of income.

A. Rental payments set forth in Section 3 hereof and such "additional rents", if any, or as adjusted pursuant to the above will remain in effect for the term of the lease. If this lease is an extension of an occupancy by the Tenant under a prior lease or leases with CARA, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder, as part of the regular monthly rent and shall be collectible as and deemed to be "additional rents."

B. If CARA determines that the Tenant must transfer to another dwelling unit based upon the suitability of the dwelling unit for the Tenant, CARA shall notify the Tenant at least 30 days in advance of the effective date of the action. The Tenant shall not have the right to select the unit or the facility in which the alternate unit is located.

5. OCCUPANCY:

A. The Tenant shall have the right to the exclusive use and occupancy of the dwelling unit identified in this lease. Guests or visitors of the Tenant may be accommodated for no longer than a period of (2) two weeks per visitor/guest. "Guest" or "Visitor" means a person in the dwelling unit or upon the premises in which the dwelling unit is contained with the consent of the Tenant or with the consent of a household member of the Tenant. The Tenant is strictly responsible for providing CARA with notice in writing of all overnight visitors or guests staying on the premises for more than (2) two nights. The written notice must be given no later than the (3rd) third day after the guest begins staying at the premises.

B. If any visit will extend beyond (2) two weeks, the Tenant must notify the CARA in writing, stating the reasons for the extended visit, which must be authorized in writing by CARA.

C. During the term of the lease, each unit will have use a double off-street parking space allocated for up to two vehicles. The specific space will be identified at the time of the execution of this lease and the Tenant will have use of the same double parking space throughout the term of this lease. All vehicles parked on CARA's property must be in proper working order with current registration, inspection and insurance.

6. OBLIGATION OF CARA:

CARA shall be obligated, other than for circumstances beyond its reasonable control, as follows:

A. To maintain the common areas, general premises and the facility in decent, safe and sanitary condition.

B. To comply with requirements of applicable federal, state and local building codes, health codes, and H.U.D. regulations materially affecting health and safety.

C. To make necessary repairs to the dwelling unit and/or premises within a reasonable period of time after receiving written notice from the Tenant of the need for such repair.

D. To keep facility buildings and common areas not otherwise assigned to the Tenant for exclusive use for maintenance and upkeep, in a clean and safe condition.

E. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the CARA.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit and premises by the Tenant in accordance with Section 7(J) and Section 10 of this lease.

G. To notify the Tenant of the specific grounds for any proposed action including any adverse action by CARA directly affecting the interests of the Tenant. Such actions include, but are not limited to, a proposed lease termination; a proposed transfer of the Tenant to another dwelling unit; or the imposition of charges for maintenance and repair or damages to the dwelling unit or for the assessment of charges deemed under this lease to be "additional rent".

7. OBLIGATIONS OF THE TENANT:

The Tenant, Tenant's household members, guests and visitors shall be obligated as follows:

A. To pay rent, (and all other charges assessed in this lease and deemed to be "additional rent" or "retroactive additional rent") each month in the amount fixed by this lease or any amendment or modification hereto, including any adjusted rent amounts pursuant to the process described in Section 3 and Section 4 of this lease. Rent, "additional rent", "retroactive additional rent", maintenance charges set forth in Addendum A and other charges must be paid to the Carteret Housing Authority at the Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey. The Carteret Housing Authority will not accept cash.

B. Not to assign this Lease to any person and not to sublease, transfer or share possession of the dwelling unit to or with any person not listed in this lease as a household member.

C. Not to provide accommodations for boarders, lodgers or to allow this unit to be used as a residence by any guest or visitor.

D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members as identified in this Lease, and not to use or permit its use for any other purpose. With the written consent of CARA, the Tenant or the Tenant's household members may engage in legal activities in the dwelling unit, where CARA determines that such activities are incidental to the primary use of the leased unit as a residence by the Tenant and Tenant's household members.

E. To abide by all Rules and Regulations issued by CARA for the benefit and well-being of the facility and/or the other Tenants. Any violation of such Rules and Regulations shall constitute a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provisions of this Lease, the provision of this Lease shall govern. The current Rules and Regulations are attached hereto as Addendum A.

F. To comply with all obligations imposed upon Tenants by applicable provisions of federal and State law and of local Building, Health and Housing codes and ordinances addressing health and safety.

G. To keep the dwelling unit, premises, common areas, adjacent grounds and other such areas as may be assigned for Tenant's use in a clean, orderly and safe condition. If authorized in writing by CARA, the Tenant may paint or make minor repairs to the dwelling unit at his/her expense.

H. To provide reasonable care and upkeep of smoke detectors (including changing batteries) and the performance of periodic testing of apartment smoke detectors to assure each is in working order.

I. To regularly and appropriately dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

J. To use, only as intended, and in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen appliances, other facilities and appurtenances.

K. To refrain from, and to cause household members, visitors and guests, to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, premises or facility.

L. To conduct himself/herself and cause other persons who are on the premises or within the dwelling unit with his/her consent (whether or not such persons presence of the premises is then known by the Tenant and whether or not the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and in a manner that will not disturb their neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the facility in a decent, safe and sanitary condition.

neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the facility in a decent, safe and sanitary condition.

M. To agree that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises, while the Tenant is a resident, as more fully described in the "Criminal Activity" section of this lease. A complete description of the "Criminal Activity" provision is contained within this Lease at Section 11.

N. To abide by the terms & conditions in the Housekeeping Standards set forth at Section 10.

O. To pay any charge (other than for normal wear and tear) for the repair of damages to the dwelling units, premises, buildings, facilities or common areas caused by Tenant, members of Tenant's household or their guests, or by Tenant's failure to report needed repairs, which charges are in accordance with actual costs to make such repairs. Any damage to the dwelling unit, premises, buildings, facilities or common areas which is not described in writing to CARA prior to Tenant's occupancy will be presumed to have been caused by Tenant. Any charges in connection with the repair of the same shall be collectible from Tenant by CARA and shall be deemed to be "additional rent".

P. To permit CARA, pursuant to the provisions of Section 10, reasonable entrance to the dwelling unit for the purposes of performing periodic inventories and inspections, reading utility meters, performing routine maintenance, performing any necessary improvements, repairs or for the purpose of showing the dwelling unit for leasing.

Q. To promptly report to CARA any needed repairs to the dwelling unit or to the premises.

R. To refrain from placing fixtures, temporary or permanent structures, signs or fences in or about the premises without first obtaining the prior (revocable) permission of CARA in writing. This prohibition includes but is not limited to the placement of an antenna or satellite dish.

S. To comply with the provisions of any Rider attached to and incorporated in this Lease.

T. To notify the CARA in writing, of absence of the Tenant or any household member from the dwelling unit which exceeds fifteen (15) days or to notify CARA when any family member moves out. The written notice must contain a certification by the family as to where the family member is temporarily or permanently relocated to.

U. To refrain from the illegal use and/or illegal possession of firearms and/or other weapons.

V. Upon vacating, to leave the dwelling unit in a clean condition, excepting for normal wear and tear, and to return all keys to CARA. Any personal property left by the Tenant in or about the dwelling unit after he/she vacates will be considered as abandoned and may be disposed of as CARA sees fit.

W. To share in maintenance of common areas in accordance with any program developed by CARA. In the event the Tenant fails to participate he/she may be subject to charge or fine pursuant to the published Rules and Regulations.

X. To recertify as to the household composition and household income with CARA when requested as more fully described in Section 4 of this lease. In addition thereto, to recertify any time there is a change of household composition or household income pursuant to Section 4.

It is specifically agreed to by the Tenant hereto, that a failure to perform, to abide by, and/or refrain from any of acts, obligations or requirements contained in the foregoing provisions constitutes a substantial breach of a material term of this lease. The failure of the Tenant to perform, to abide by and/or refrain from any acts, obligations or requirements contained herein shall give rise to a right of CARA to terminate this lease in accordance with New Jersey State Law and federal regulation.

8. DEFECT, HAZARDS TO LIFE HEALTH OR SAFETY:

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

CARA Responsibilities:

- (a) CARA shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from the Tenant; provided, that if the damage was caused by the Tenant, the Tenant's household members, visitors or guests, the reasonable cost of such repairs shall be charged to Tenant. The charge for such repairs assessed against the Tenant shall be collectible as and deemed to be "additional rent".
- (b) CARA shall offer Tenant a replacement dwelling unit, if available, if the necessary repairs cannot be made within a reasonable time. CARA shall not be required to offer Tenant a replacement unit if the necessary repairs were caused by Tenant, household members or guests or if the damage to the dwelling unit does not affect the habitability of the dwelling unit.
- (c) Tenant shall accept any replacement unit offered by CARA.
- (d) In the event repairs cannot be made by CARA, as described above, then rent shall abate in proportion to the seriousness of the damage and loss of the level of habitability as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations, if the damage incurred was caused by the Tenant, the Tenant's household members, visitors or guests or where the damage does not materially affect the habitability of the dwelling unit.
- (e) If CARA determines that the dwelling unit is untenantable because of imminent danger to life, health or safety and alternative accommodations are refused by the Tenant or are not available through CARA, this Lease shall be terminated.

Tenant Responsibilities:

- (a) Tenant shall be responsible for all lawn mowing, lawn care, general property maintenance and snow removal from porch, walkways and public sidewalk.
- (b) Tenant shall immediately notify CARA main offices of any damage when the damage is or becomes sufficiently obvious or severe.
- (c) Tenant agrees to continue to pay full rent, during the time in which the defect remains uncorrected, unless CARA agrees in writing to a temporary rent abatement as specified above.

Inspections:

- (a) Move-in Inspections: CARA and the Tenant shall inspect the dwelling unit prior to occupancy by the Tenant. Any deficiencies identified by the Tenant must be submitted in writing to CARA in advance of the move-in and will be corrected by CARA, at no charge to the Tenant.
- (b) Other Inspections: CARA will inspect the unit at least annually to check and perform any needed maintenance, Tenant housekeeping, and other lease compliance matters.
- (c) Move-Out Inspections: CARA will inspect the unit at the time Tenant vacates and serve upon Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant may join in such inspection, unless Tenant vacated without notice to CARA.

9. NOTICE PROCEDURES:

- (a) Tenant Responsibility -- Any notice to CARA must be in writing, delivered to the designated CARA office, or sent by prepaid first-class mail, properly addressed.
- (b) CARA Responsibility -- Notice to the Tenant must be in writing, delivered to the Tenant or to any adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail addressed to the Tenant.
- (c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage pre-paid. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

whether signed or unsigned. CARA may elect to serve any notice by certified mail, return receipt requested.

(d) If the Tenant is visually impaired, all notices must be in an accessible format provided that CARA has notice of Tenant's visual impairment.

10. HOUSEKEEPING STANDARDS:

In an effort to improve the livability and conditions of the apartments owned and managed by CARA, uniform standards for resident housekeeping have been developed for all Tenant's and Tenant's household members. The Tenant Agrees to be bound to abide by the Housekeeping Standards set forth below. A failure to abide by these Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall give use to CARA's right to terminate this lease and seek the eviction of the Tenant.

- (A) CARA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. CARA will inspect each dwelling unit at least annually, to determine compliance with the standards. Upon completion of an inspection, CARA will notify Tenant in writing if he/she fails to comply with the standards. CARA will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, CARA will schedule a second inspection.
- (B) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure by the Tenant to abide by the Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall result in CARA terminating this Tenancy.
- (C) Housekeeping Standards: Inside the Apartment

General --

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds must be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks must be operable.
- (7) Trash: shall be disposed of properly and regularly and not left in the dwelling unit.
- (8) Dwelling unit should be free of rodent or insect infestation.
- (9) Heating units should be dusted and access uncluttered.
- (10) Washer & Dryers must be kept clean & lint should be removed from dryer after each use.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the designated disposal area. Trash/garbage must be removed from the dwelling unit regularly and disposed of in the garbage facilities provided.
- (8) Dishwasher shall be clean and free of any debris, food and grease.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas--

- (1) Linen Closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards: Outside the apartment

The following standards apply to all dwelling units where the areas set forth below are provided for the exclusive use of the Tenant:

- (1) Porches and Balconies: should be clean and free of hazards. No items shall be stored upon porches or balconies.
- (2) Steps: should be clean, and free of hazards.
- (3) Sidewalks: should be clean and free of hazards.
- (4) Storm doors: should be clean, with glass or screens intact.
- (5) Parking lot: should be free of abandoned cars. No car repairs are allowed in the lots.
- (6) Hallways: should be clean and free of hazards
- (7) Stairwells: should be clean and uncluttered.
- (8) Laundry Areas: should be clean and neat. Remove lint from dryers after use.
- (9) Recycling: all tenants shall conform to the Local ordinance of the Borough of Carteret regarding the recycling of certain garbage and waste materials.

11. CRIMINAL ACTIVITY POLICY

CARA hereby provides notice to the Tenant of the following material terms of this lease.

A. Resident Conduct

- 1. Any criminal activity is grounds for a termination of this lease and shall give rise to a right for CARA to seek the Tenant's eviction if the criminal conduct threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants.
- 2. All drug-related criminal activity, whether on or off the premises, is also cause for a termination of lease and shall give rise to a right for CARA to seek the Tenant's eviction.
- 3. A tenancy may be terminated and the household evicted when the Tenant, any of the Tenant's household members, or any visitor or guest engages in any form of criminal activity described above.
- 4. CARA shall terminate the tenancy of any person who CARA determined is illegally using a controlled dangerous substance;
- 5. CARA shall terminate the tenancy of any Tenant
 - a. Where the Tenant, any of the Tenant's household members, visitors or guests are reasonably believed to be illegally using a controlled dangerous substance; or
 - b. whose illegal use of a controlled dangerous substance or whose abuse of alcohol is determined by CARA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents of the development
 - c. Where the Tenant, any of the Tenant's household members, visitors, or guests willfully allow the dwelling unit to be used for the storage of, manufacture of, distribution of, or facilitation of the use of controlled dangerous substances.

B. Criminal Activity

1. Criminal activity including drug-related criminal activity is deemed to be a substantial breach of a material term of this lease. CARA will terminate the tenancy and seek eviction, under appropriate laws and statutes, of any Tenant determined to be in violation of this material term of the lease.
2. The Tenant has an affirmative obligation to assure that neither they nor any member of their household or any visitor or guest or anyone else under their control, by virtue of having been invited to the dwelling unit or premises, will engage in prohibited drug-related or other criminal activities. CARA may evict the Tenant when any household member, visitor or guest commits an action in violation of this lease provision. The Tenant has by signing this lease promised to ensure a crime-free household. The Tenant is strictly responsible for each household member, visitor or guest.

Notwithstanding the above CARA will handle all issues involving this lease provision on an individual basis.

C. Factors Considered in Determining to Terminate a Tenancy and Evict a Household.

1. The factor to be considered in determining whether to seek the eviction of a household:
 - a) The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who play by the rules and remain free of criminal activity including criminal activity involving drugs. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense i.e., performing as a drug merchant or the commission of violent acts. CARA will review on a case by case basis.

D. Rehabilitation for Abuse Problems.

In determining whether to evict a Tenant based on a pattern of use of a controlled dangerous substance abuse or a pattern of abuse of alcohol, CARA may consider, if presented by the Tenant whether such person:

1. has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable);
2. has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable); or
3. is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or abuse of alcohol (as applicable);

12. **TERMINATION OF LEASE:**

A. CARA shall not terminate or fail to renew this Lease other than for serious or repeated violation or for substantial violations of any material term of the Lease or of any addenda hereto. The following terms shall be considered material terms of this Lease but are not an exclusive listing.

1. Any and all obligations of the Tenant specified in any section of this lease or specified in any Addenda hereto.
2. Nonpayment of rent or any other charges deemed herein to be "Additional Rent" or "Retroactive Additional Rent" under this Lease.
3. Habitual late payment of rent, as set forth in Section 3E.
4. Serious or repeated interferences with the rights of other Tenants.
5. Serious or repeated damage to the dwelling unit, common areas, facility or premises.

6. Alteration, defacement, sale, destruction or other disposition of the leased dwelling unit, common areas, facility or premises or any part thereof.

7. Failure to timely report household composition or identity of any household member, and the failure to provide any other information or documentation required by this Lease or the failure to appear personally and comply with a request to recertify as to household income or household composition.

8. Misrepresentation (intentional or unintentional) of any material fact in the Application for Admission, or in any statements submitted to CARA in support of such an Application.

9. The keeping of an animal in or on the premises.

10. Such change in household size or composition that renders inappropriate the Tenants' continued occupancy of the dwelling unit.

11. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenants' control, shall be cause for termination of tenancy:

A) Any activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's premises by other residents.

B) Any criminal activity including drug-related criminal activity in, on or near the Tenant's dwelling unit or facility premises as defined in Section 7(N) of this Lease.

12. Serious or repeated violations of any of the Rules and Regulations applicable to the Tenant's dwelling unit, the common areas or premises as posted and in effect from time to time.

13. This Lease shall terminate upon the death of a Tenant, and may not be assigned to any other household member or person without the written consent of CARA, payment of rent arrears, additional rents or retroactive additional rents and the execution of a new Lease. However, the willingness and/or the ability of any remaining adult household member to pay any rent arrears, additional rent, or retroactive additional rent or to pay rent for the dwelling unit calculated on the income of the remaining member shall not be sufficient cause for the CARA to consider the remaining household member to be a Tenant of CARA, although it may be a necessary condition.

B. CARA shall give written notice of termination of this Lease in the form of a Notice Terminating Tenancy and Demand for Possession as follows:

1. (14) fourteen calendar days in the case of a failure to pay rent, additional rent or retroactive additional rent.
2. A reasonable time commensurate with the exigencies of the situation in the case of the creation or maintenance of a threat to the health, safety or welfare of other Tenants or of CARA's employees, vendors or agents.
3. (30) thirty calendar days in all other cases, pursuant to the laws of the State of New Jersey.

C. The Notice Terminating Tenancy and Demand for Possession served upon the Tenant shall state the specific ground(s) for termination.

D. When CARA issues a Notice Terminating Tenancy and Demand for Possession, it shall:

- a. Specify that the judicial eviction procedure to be used by CARA for eviction procedure provides the opportunity for a hearing in the court of competent jurisdiction and that the procedure utilized contains the basic elements of due process.

b. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in this Lease. In deciding to evict for criminal activity, CARA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that eviction would have on family members not involved in the prescribed activity. In appropriate cases, CARA may impose a condition that those family members who engaged in the prescribed activity will not reside in the unit. CARA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to reside in the unit

c. CARA may evict the Tenant from the unit only by bringing an appropriate judicial proceeding prescribed by the laws of the State of New Jersey.

E. Notice to Post Office: When CARA obtains the eviction of an individual or family from a dwelling unit, CARA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. (This action will be taken so that the Post Office will terminate delivery of mail for such person at the unit, and such persons will not return to the development for pickup of the mail.)

F. This Lease may be terminated by the Tenant, at the end of the lease term by giving thirty (30) calendar days advance written notice, to become effective at the end of a month, to CARA at the Carteret Housing Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey 07008.

13. MISCELLANEOUS:

a. Captions: Captions or paragraph headings set forth in this lease are for reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

b. Integration: The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement between CARA and the Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No change hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of CARA, except with regard to any modifications of the Rules and Regulations of CARA.

c. Prior Lease Between the Tenant and CARA: It is hereby understood and agreed between the Tenant and CARA, that CARA reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due, additional rent due or retroactive additional rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the subject dwelling unit or a previous dwelling unit owned, operated or administered by CARA and/or other premises leased by the Carteret Housing Authority, and that such claims may be endorsed as if arising under this Lease.

d. Accommodation of the Handicapped: A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice as required by 24 CFR 966.7 (b) that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of this tenancy.

14. WAIVER:

The failure of CARA to Exercise any right or remedy as provided herein or under federal or state law shall not effect its right to do so at a later date for similar or other causes.

15. RECEIPT OF ADDENDUMS

By signing this Lease, the Tenant hereby acknowledges receipt of all addenda hereto which are listed below. Further the Tenant acknowledges and agrees that each addendum received is hereby incorporated into this lease.

Addendum A - Tenant's Rules and Regulations
Addendum B - Window Guard

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE AND OF THE ATTACHED ADDENDA HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY THE PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties execute this Residential Dwelling Lease this
1st day of April 2016, at the Housing Authority of the Borough of Carteret,
State of New Jersey.

As to the Housing Authority of the Borough of Carteret:
For CARA

By: Eric F. M. Chubenko
Housing Authority Representative
Eric F. M. Chubenko, Executive Director

As to the Tenant:

By: Deborah L. Bialowarczuk
Tenant
Deborah L. Bialowarczuk

ADDENDUM A

TENANT RULES AND REGULATIONS

1. Residents are provided one (1) key per unit and the head of household will be responsible for said key. Replacement of lost keys will result in appropriate fees applied to the tenant's account as per list of charges for re-keying of cores and duplication of a new key. All keys are the responsibility of the head of household.
2. Residents lease and have use of their unit. Residents may not store any items on the grounds without permission from the Management.
3. No playhouses or other items may be placed on the grounds.
4. Gardens may not be planted, grounds altered, fence installed and/or pools allowed without written permission from Management.
5. Management may remove any items, belonging to the resident, placed on the grounds and/or hung on buildings or posts if place without approval from Management.
6. Residents are to keep the yard area neat, clear of possessions and may not erect any items on the grounds.
7. Porches are to be kept neat, clean and free of possessions to prevent trip and fall incidents.
8. No residents can keep a pit bull/fighting dog on the premises, nor are they to allow visitors with said animal(s).
9. Water beds are not allowed in the apartments or on the property of CARA.
10. Tampering, adjusting, modifying or disconnecting of smoke detectors is prohibited.
11. Halogen lamps are not allowed on CARA property.

ADDENDUM B

CHILD-PROTECTION WINDOW GUARDS

Child-Protection Window Guards; When Required

(a) Except as provided in (b) below, the owner or other person responsible for the management or control of a multiple dwelling shall, upon the written request of a tenant of a unit in which a child or children 10 years of age or under reside or are regularly present for a substantial period of time, provide install, and maintain approved child-protection window guards on the windows of the dwelling unit and on any windows in the public halls of a the multiple dwelling.

(b) The requirements of this subchapter shall not apply to any window, which either gives access to a fire escape or is on the first floor, or to any unit that is owner-occupied, is part of a condominium or is held by a proprietary lessee under a cooperative form of ownership or occupied by a shareholder in a mutual housing corporation.

For purposes of this subchapter, a window in a room or hallway shall not be considered to be on the first floor if the finished surface of the floor of that room or hallway is more than six feet above grade as measured at the location of the window.

(c) All leases offered to tenants in multiple dwellings, other than multiple dwellings under a condominium, cooperative or mutual housing form of ownership, shall contain a clear, legible and conspicuous notice advising tenants and prospective tenants that the owner is required by law to provide, install and maintain window guards in the apartment of any tenant who has a child or children 10 years of age or younger living in the apartment or regularly present there for a substantial period of time and makes a written request to the owner or the owner's representative that the window guards be installed, and the owner is also required, upon the written request of any such tenant, to provide, install, and maintain window guards in the building hallways to which persons in the tenants unit have access without having to go out of the building. A lease offered to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only to window guards in hallways above the first floor to which persons in the tenants unit have access without having to go out of the building.

(d) At least once in each calendar year, the owner or other person who manages or controls a multiple dwelling, other than a multiple dwelling exempted by (c) above, shall deliver to each tenant a clear and legible notice containing the information required by (c) above. This notice shall be hand delivered to the tenant or send to the tenant, at the unit, by ordinary or certified mail. However, no additional notice shall be required in any year in which a tenant receives a copy of a lease or a lease renewal that is in conformity with (c) above. A notice given to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only to the hallways above the first floor to which persons in the tenant's unit have access without having to go out of the building.

General Installation Requirements

(a) Window guards shall be installed in accordance with all applicable requirements with manufacturer's instructions.

(b) Any window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool or excessive force. For purposes of this subchapter, an "emergency egress window" is any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape.

(c) Any window guard installed on a window that is not an emergency egress window, including any window in a unit located above the third floor and any window in a room on the second or third floor that is not a sleeping room, shall be designed, constructed and installed so that it cannot be removed, opened or dislodged without the use of a key or tool; provide, however, that no window guard shall be installed on any window giving access to a fire escape.

Specifications for Window Guards

(a) Window guards shall be so constructed as to reject the passage of a solid four-inch sphere at every space and interval.

(b) Window guards shall bear a 150- pound load at center span when extended to maximum

(c) Window guards shall be constructed of metal or of other material of comparable strength and durability. In order to avoid obstruction of light and air, the diameter or width of metal rods used in window guards shall not exceed one-half inch.

(d) Window guards shall be designed, constructed and installed so as to serve their intended protective purpose without any risk of collapse, breakage, spreading of the bars or other malfunction.

(e) Window guards shall protect the full openable area of each lower window.

Any existing window guard that does not protect the full openable area or the lower window shall be replaced by a window guard that does protect such full openable area not later than March 15, 2006.

(f) Window guards shall be securely fastened in order to bear the required load.

(g) All window guards shall be so designed and installed as to ensure that any space between the lowest section of the top horizontal bar of the window guard and the bottom of the upper sash is less than four inches.

(h) Screws used to mount window guards shall be:

Minimum size No. 10 and long enough to penetrate one inch into a wooden window frame; or
Of an adequate type, size and length to be securely fastened to a metal window frame.

(i) The coating of window guards shall be unleaded.

(j) Window guards shall be installed only in sound (non-rotting) mountings or tracks.

Additional Specifications for Window Guards for Other than Double-Hung Windows

Window guards intended for casements, sliders and other types or combinations of windows in which the height of the openings is not subject to limitation, shall be of such size as to fill the entire aperture, and shall reject passage of a solid four-inch sphere at every space or interval.

Except as otherwise provided in (c) below, sliding windows and vertical pivoting windows may be equipped with stopping devices in place of window guards as follows:

For sliding windows, solid metal blocks, measuring at least one-half the depth of the window track and one-half the width, shall be securely fastened into the bottom and upper window tracks to prevent the window from opening four inches or more.

For vertical pivoting windows, metal-stopping devices shall be securely fastened to the upper and lower window frames so as to prevent the window from pivoting open four inches or more. The height of the stopping devices shall extend no less than one inch or more than two inches beyond the window frame as needed to stop the window. The protruding edge of the stopping device shall be smooth and rounded.

Prohibited Acts

No person shall obstruct or interfere with the installation of child-protection window guards required under this subchapter, nor shall any person remove or otherwise render ineffective such window guards; provided, however, that the owner or the representative of the owner may remove window guards from an unoccupied unit or, with the consent of the tenant, from a unit in which no child 10 years of age or under resides, and provided, further, that the owner or the representative of the owner shall remove window guards when requested to do so by the tenant in writing.

GROUND LEASE

Between

**CARTERET REDEVELOPMENT AGENCY
(Ground Lessor)**

and

**INVESTORS SAVINGS BANK
(Ground Lessee)**

Dated: November 28, 2011

**PREMISES: LOTS 1, 2 and 4, BLOCK 149 AS SHOWN ON THE TAX
MAP OF THE BOROUGH OF CARTERET, STATE OF NEW JERSEY**

GROUND LEASE

THIS GROUND LEASE (the "Ground Lease") is made and entered into as of November 28, 2011, (the "Effective Date") by and between **CARTERET REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey with offices at 61 Cooke Avenue, Carteret, New Jersey ("Ground Lessor") and **INVESTORS SAVINGS BANK**, a New Jersey Corporation, with offices at 101 JFK Parkway, Short Hills, New Jersey ("Ground Lessee").

RECITALS

A. Ground Lessor is the owner of certain real property commonly known as Lots 1, 2 and 4, Block 149 located in Carteret, New Jersey (the "Property").

B. Ground Lessor desires to lease the Property to Ground Lessee to be utilized by Ground Lessee as a retail bank.

C. Ground Lessee will construct a finished retail bank unit (the "Bank") in accordance with plans and specifications to be prepared by Ground Lessee and to be subject to the approval of Ground Lessor.

NOW, THEREFORE in consideration of the demise of the Premises and the covenants and agreements as set forth below, Ground Lessor and Ground Lessee do hereby covenant, promise and agree as follows:

ARTICLE I

DEMISE OF PREMISES

1.1 Premises. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Ground Lessor hereby leases to Ground Lessee and Ground Lessee hereby leases from Ground Lessor, upon the following terms and conditions, the Property, which is commonly known as Lots 1, 2 and 4, Block 149 located in Carteret, New Jersey together with all rights, easements and appurtenances pertaining thereto. The Property and all improvements now or hereafter located thereupon, including without limitation, the Bank, together with the appurtenances pertaining thereto are herein sometimes collectively referred to as the "Premises".

ARTICLE II

CONSTRUCTION OF PREMISES

2.1 Ground Lessor's Work. Ground Lessor shall deliver a level site, free of environmental constraints, with utilities available on Washington Avenue frontage.

2.2 Right to Construct. Ground Lessee shall, at Ground Lessee's sole cost and expense, construct the improvements, including without limitation, the Bank, as shown on the Ground Lessee's plans and specifications, which must be approved in advance by Ground Lessor (the "Project"), in compliance with all laws, regulations, statutes, Approvals, as hereinafter defined, ordinances, Legal Requirements, as hereinafter defined, and other governmental requirements (collectively, the "Requirements"). During any period of construction, Ground Lessee shall keep Ground Lessor's interest in the Premises free from all liens of mechanics, material men and other suppliers caused by Ground Lessee; provided, however, that Ground Lessee may contest same as long as such liens are removed by bond or Ground Lessor's interest in the Premises is otherwise protected in a manner reasonably satisfactory to Ground Lessor.

2.3 Ground Lessee's Work.

(a) Ground Lessee shall construct the improvements, including without the limitation, the Bank, on the Property as shown on Ground Lessee's plans and specifications, which shall be subject to the approval of Ground Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. All construction work, repairs, restorations, building, rebuilding, alterations and other work which Ground Lessee shall be required or permitted to do under the provisions of this Ground Lease (collectively called "Ground Lessee's Work") shall be performed in a manner consistent with Ground Lessee's other branches and in accordance with all Requirements, the insurance requirements herein, and the plans and specifications submitted to, and as reasonably approved by, Ground Lessor.

(b) At least thirty (30) days prior to doing, or causing, suffering or permitting the doing of, any Ground Lessee's Work, Ground Lessee shall submit to Ground Lessor detailed plans and specifications of such Ground Lessee's Work prepared and sealed by a registered architect or professional engineer, which shall be subject to Ground Lessor's written approval, which written approval shall not be unreasonably withheld, delayed or conditioned. Ground Lessee agrees that any review or approval by Ground Lessor of any plans and/or specifications or any of Ground Lessee's Work is solely for Ground Lessor's benefit, and without any representation or warranty whatsoever to Ground Lessee with respect to the adequacy, correctness or efficiency thereof or otherwise; nor shall Ground Lessor incur any liability, obligation or responsibility to Ground Lessee or any third party by reason of such review and approval. The review by Ground Lessor of any and all plans and/or specifications or Ground Lessee's Work shall not constitute a representation, warranty or guaranty by Ground Lessee as to the substance or quality of the documents, work or other matter reviewed, approved or

accepted. Ground Lessor makes no representation or warranty, expressed, implied or otherwise, as to the fitness of any improvements, including without limitation, the Bank, or the Premises for use for any particular purpose, condition or durability thereof, or that it will be suitable for Ground Lessee's purposes.

(c) Any such approved Ground Lessee Work shall be performed in accordance with the foregoing and the following provisions of this Article 2.3:

1. All Ground Lessee's Work shall be done in a manner consistent with Ground Lessee's standards and comparable to other branches constructed by Ground Lessee.

(A) Ground Lessee's Work shall be performed by contractors first approved by Ground Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. Ground Lessee will inform Ground Lessor in writing of the names of any contractor seven (7) days prior to the beginning of work by such contractor.

(B) Ground Lessee shall utilize, engage and employ union labor for the construction, development and undertaking of any and all improvements on the Premises and shall enter into the appropriate and necessary project labor agreements with the respective trades. Ground Lessee acknowledges, covenants, warrants and agrees that the Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq., as amended and supplemented) applies to all of Ground Lessee's Work.

(C) Ground Lessee covenants and agrees to pay to the contractor, as the work progresses, the entire cost of supplying the materials and performing the work shown on Ground Lessee's approved plans and specifications, subject only to customary retentions, provided that Ground Lessee shall have the right to withhold any payments with respect to which a bona fide dispute exists between Ground Lessee and any contractor as to the materials and work represented by such payments, subject to Ground Lessee's indemnification of Ground Lessor as provided herein.

(D) All such Ground Lessee's Work shall be undertaken and completed in compliance with all Legal Requirements. "Legal Requirements" shall mean laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough, including without limitation, the Ground Lessor, departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public

authority, whether now or hereafter in force, which may be applicable to the Premises or any part thereof or the sidewalks, curbs or areas adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this Ground Lease.

2. Prior to commencement of any of Ground Lessee's Work, Ground Lessee shall furnish to Ground Lessor certificates evidencing the existence of:

(A) commercial general liability insurance, insuring the Ground Lessor against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage on the Premises or related to the construction thereon, in the amount of at least Twenty Million Dollars (\$20,000,000.00) combined single limit coverage. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, including, but not limited to, claims of subcontractors, however occasioned, occurring during the policy term, shall be endorsed to add the Ground Lessor as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Ground Lessor shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Ground Lessor.

(B) Builder's Risk Insurance for the benefit of the Ground Lessee, during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the replacement cost (to current building code) of any and all improvements, including without limitation, the Bank, including items of labor and materials connected therewith, whether in or adjacent to the structure(s) insured, and materials in place or to be used as part of the permanent construction.

(C) Workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, which shall be endorsed with a waiver of subrogation clause for the Ground Lessor.

(D) All insurance policies required by this section shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A in Best's Insurance Guide or such lesser rated provider that is proposed by the Ground Lessee and is reasonably acceptable to the Ground Lessor.

(E) All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Ground Lessor, (ii) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the Ground Lessor, and (iii) the Ground Lessor shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Ground Lessor and shall contain cross liability endorsements.

(d) No Ground Lessee's Work shall be commenced unless all Requirements have been satisfied or obtained.

(e) All Ground Lessee's Work shall be commenced promptly after Ground Lessee receives the required Approvals. Ground Lessee shall pay for all of Ground Lessee's Work promptly, so that the Premises and the interest therein of Ground Lessor and Ground Lessee shall at all times be free from any possible (a) liens for labor performed or claimed to have been performed or materials supplied or claimed to have been supplied and (b) chattel mortgages, conditional sales contracts, title retention agreements, security interests and agreements, financing agreements, financing statements and any similar agreements.

2.4 Governmental Approvals. Ground Lessee shall secure any and all land use approvals which are required to permit the development and construction of the Project, together with any and all other Federal, State, county, municipal, local or quasi-governmental approvals, including, without limitation, approvals for on-site and off-site public sanitary sewer and water (collectively, the "Approvals"), in accordance with the final site plan to be approved by the Borough of Carteret and the County of Middlesex, if required, subject only to such conditions which do not materially and adversely impact economically upon the development of the Property as contemplated hereunder.

Ground Lessee agrees to diligently pursue the Approvals and shall provide copies of all correspondence to and from any governmental agency to Ground Lessor. Ground Lessee shall at all times keep Ground Lessor apprised of the status of the Approvals.

Ground Lessee shall have a period of twelve (12) calendar months, from the Effective Date to obtain all non appealable Approvals for the Project (the "Approval Contingency Date"). In the event the Approvals have not been obtained by the Approval Contingency Date, Ground Lessor may extend the period for up to an additional twelve (12) months or Ground Lessor shall have the right to terminate this Ground Lease.

With respect to the Project, Ground Lessee shall engage all necessary professionals and third parties so as to obtain the Approvals. Provided, however, throughout the approval process, as well as the design and development phase of all plans and specifications for the Project, Ground Lessor shall have the right to review and approve such plans and specifications.

ARTICLE III

GROUND LEASE TERM

3.1 Term. The term (the "Term") of this Ground Lease shall commence on the Effective Date and shall terminate at the end of the fifteenth (15th) Lease Year after the Effective Date. For purposes of this Ground Lease, the term "Lease Year" shall mean in the case of the first Lease Year, the twelve full calendar months plus the partial month, if any, following the Effective Date of this Ground Lease. Thereafter, "Lease Year" shall mean each successive twelve (12) calendar month period following the expiration of the first Lease Year, except that in the event of a termination of this Ground Lease on any day other than the last day of a Lease Year, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

3.2 Surrender. Upon the expiration of the Term hereof, Ground Lessee shall surrender the Premises to Ground Lessor broom clean and in good order and condition, reasonable wear and tear and damage by fire, casualty and partial condemnation excepted, and free and clear of all liens, chattel mortgages, conditional bills of sale or other security instruments caused by Ground Lessee.

3.3 Option to Extend Term Ground Lessee shall have four (4) five (5) year options to renew this Ground Lease for up to twenty (20) additional years. To exercise the option to renew this Ground Lease, Ground Lessee must give Ground Lessor written notice at least six (6) months, before the expiration of the Term and at least six (6) months written notice before the expiration of any subsequent renewal term of their intention to renew. Failure to provide said notice shall mean the Ground Lessee does not wish to exercise its option to renew and any subsequent decision to renew shall be at the option of Ground Lessor and upon such terms and conditions as may be mutually agreeable to both parties, time being of the essence. In the event the Ground Lessee exercises its option to extend the term of this Ground Lease, the Base Rent during any renewal period shall be as provided in Article IV below.

ARTICLE IV

RENT

4.1 Rent. Upon the Effective Date, Ground Lessee covenants and agrees to pay Ground Lessor at the above referenced address or such other place as Ground Lessor shall designate in writing, rent on the Premises as follows (the "Base Rent", and any other amounts due and owing by Ground Lessee to Ground Lessor in accordance with

the terms hereof other than Base Rent shall be deemed as "Additional Rent"):

<u>Lease Years</u>	<u>Annual Rent Amount</u>	<u>Monthly Rent Amount</u>
1	\$110,000.00	\$ 9,166.67
2	\$110,000.00	\$ 9,166.67
3	\$110,000.00	\$ 9,166.67
4	\$110,000.00	\$ 9,166.67
5	\$110,000.00	\$ 9,166.67
6	\$121,000.00	\$10,083.33
7	\$121,000.00	\$10,083.33
8	\$121,000.00	\$10,083.33
9	\$121,000.00	\$10,083.33
10	\$121,000.00	\$10,083.33
11	\$133,100.00	\$11,091.67
12	\$133,100.00	\$11,091.67
13	\$133,100.00	\$11,091.67
14	\$133,100.00	\$11,091.67
15	\$133,100.00	\$11,091.67
16	\$146,410.00	\$11,200.83
17	\$146,410.00	\$11,200.83
18	\$146,410.00	\$11,200.83
19	\$146,410.00	\$11,200.83
20	\$146,410.00	\$11,200.83
21	\$161,051.00	\$13,420.92
22	\$161,051.00	\$13,420.92
23	\$161,051.00	\$13,420.92
24	\$161,051.00	\$13,420.92
25	\$161,051.00	\$13,420.92
26	\$177,156.00	\$14,763.00
27	\$177,156.00	\$14,763.00
28	\$177,156.00	\$14,763.00
29	\$177,156.00	\$14,763.00

30	\$177,156.00	\$14,763.00
31	\$194,872.00	\$16,239.33
32	\$194,872.00	\$16,239.33
33	\$194,872.00	\$16,239.33
34	\$194,872.00	\$16,239.33
35	\$194,872.00	\$16,239.33

The Base Rent shall be payable in advance, in equal monthly installments, on the first day of each and every calendar month subsequent to the Effective Date during the Term hereof, and shall be proportionately reduced for any partial month during the Term.

ARTICLE V

TAXES AND EXPENSES

5.1 Real Estate Taxes.

(a) During the Term, Ground Lessee shall pay all Real Estate Taxes that are levied or assessed by any lawful authority on the Premises. The term "Real Estate Taxes" shall mean all real estate taxes, assessments (special or otherwise), sewer and water rents, governmental levies, municipal taxes, county taxes or any other governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which are or may be assessed, levied or imposed upon all or any part of the Premises and the sidewalks, plazas or streets adjacent thereto, including any tax, excise or fee measured by or payable with respect to any rent and levied against Ground Lessor and/or the Premises under the laws of the United States, the Borough of Carteret, County of Middlesex, State of New Jersey, or any political subdivision thereof. If due to a future change in the method of taxation or in the taxing authority, a new or additional real estate tax, or a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Ground Lessor and/or the Premises, in addition to, or in substitution in whole or in part for any tax which would constitute "Real Estate Taxes", or in lieu of additional Real Estate Taxes, such tax or imposition shall be deemed for the purposes hereof to be included within the term "Real Estate Taxes."

(b) In the event that any Real Estate Tax bills are issued directly to the Ground Lessor, Ground Lessor shall furnish Ground Lessee with a copy of the tax bills.

(c) Provided that the applicable taxing authority issues a separate tax bill with

respect to the Premises directly to the Ground Lessee, Ground Lessee shall pay all taxes attributable to the Premises directly to the taxing authority and shall forward proof of payment to Ground Lessor within ten (10) days.

(d) Real Estate Taxes shall be paid not later than ten (10) days before such tax or a part thereof must be paid to the taxing authority in order to avoid payment of interest or penalty thereon, but not less than ten (10) days following the receipt by Ground Lessee of said notice. In the event that Ground Lessor shall pay any Real Estate Taxes to the taxing authority, Ground Lessee shall pay to Ground Lessor within five (5) days on demand the amount necessary to reimburse Ground Lessor for the payment of such Real Estate Taxes.

(e) Nothing contained in this Ground Lease shall obligate Ground Lessor to bring any application or proceeding seeking a reduction in Real Estate Taxes or assessed valuation, provided however, that this provision is without prejudice as to Ground Lessee's right to file a tax appeal if it believes that the Real Estate Taxes are excessive or otherwise in error.

(f) Ground Lessor makes no representations whatsoever as to whether the Premises shall be subject to Real Estate Taxes or the amount of any such applicable Real Estate Taxes.

5.2 Reserved.

5.3 Premises Expenses. Ground Lessee shall pay any and all amounts required during the Term to maintain, insure, operate, and repair the Premises, including but not limited to insurance, cleaning, snow removal and ice treatment, lighting, repairing, repaving and restriping the parking area of the Premises, replantings, landscaping, water and sewerage charges, utility charges, premiums for liability and casualty insurance, security and policing of the Premises as well as the cost of any necessary repairs to the grounds or Property.

5.4 Net Lease. ANYTHING TO THE CONTRARY NOTWITHSTANDING, THIS GROUND LEASE IS INTENDED TO BE, AND SHALL BE CONSTRUED AS, A TRIPLE NET LEASE, WHEREBY UNDER ALL CIRCUMSTANCES AND CONDITIONS (WHETHER NOW OR HEREAFTER EXISTING OR WITHIN THE CONTEMPLATION OF THE PARTIES) THE BASE RENT SHALL BE ABSOLUTELY NET TO GROUND LESSOR, AND GROUND LESSEE SHALL PAY, AND SHALL INDEMNIFY AND HOLD HARMLESS GROUND LESSOR FROM AND AGAINST, ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, EXPENSES AND COSTS INCLUDING REASONABLE ATTORNEYS' FEES), OBLIGATIONS AND CHARGES OF EVERY KIND AND NATURE WHATSOEVER, WHICH NOW EXIST OR WHICH SHALL ARISE OR BE INCURRED, OR ARE NOW DUE OR SHALL BECOME DUE IN RESPECT OF OR IN CONNECTION WITH THE PREMISES AND THE, LEASING, OPERATION, MANAGEMENT, MAINTENANCE, REPAIR, REBUILDING, RESTORATION, USE OR OCCUPATION THEREOF OR ANY PORTION THEREOF, SUBJECT TO THE TERMS OF THIS GROUND LEASE.

ARTICLE VI

UTILITIES

6.1 Utilities. A Ground Lessee shall pay the applicable utility companies or governmental agencies for all such utilities consumed on the Premises during the Term subsequent to the Effective Date and shall indemnify and hold Ground Lessor harmless from any and all claims, losses, liabilities or damages in connection therewith.

ARTICLE VII

CONDITION, USE AND ASSIGNMENT

7.1 Reserved.

7.2 As Is Condition. Ground Lessee agrees to take the Property in "as is" condition.

7.3 Use. Ground Lessee shall use the Premises solely as and for the exclusive purpose of carrying on a retail and general banking, insurance, trust, guaranty, safe deposit, electronic banking and automatic teller machine banking, investment, insurance or securities business, or any combination of the foregoing, or any similar or allied business, or for general office purposes related thereto, and for no other purpose. Ground Lessee shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Ground Lease or for any unlawful purposes or in any unlawful manner or in violation of any law, rule or regulations governing the Premises. If any governmental license or permit shall be required for the proper and lawful conduct of Ground Lessee's business in the Premises or any part thereof, Ground Lessee, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to Ground Lessor for inspection. Ground Lessee shall at all times comply with the terms and conditions of each such license or permit.

7.4 Assignment, Subletting or Mortgage. Neither Ground Lessee nor Ground Lessee's legal representatives or successors in interest by operation of law or otherwise (including those successors arising from the sale of Ground Lessee's business, the assignment of this Ground Lease, a change in ownership or power to control the majority of the outstanding capital stock of Ground Lessee, or bequest) shall (a) assign or otherwise transfer this Ground Lease or the term and estate hereby granted, (b) sublet all or part of the Premises or allow the same to be used or occupied by others or in violation of Article 7.3, or (c) mortgage, pledge or encumber this Ground Lease or all

or part of the Premises in any manner by reason of any act or omission on the part of Ground Lessee, without the express written consent of the Ground Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. ANY SUCH TRANSFER, ASSIGNMENT, MORTGAGE, PLEDGE OR ENCUMBRANCE IN VIOLATION OF THIS SECTION 7.4 SHALL BE VOID AB INITIO AND OF NO FORCE AND EFFECT.

ARTICLE VIII

MAINTENANCE AND REPAIRS

8.1 Ground Lessee's Repairs. During the Term hereof, Ground Lessee shall maintain the Premises in good condition and shall be responsible for all repairs to the Premises. It is the intention of the parties that all development and construction on and to the Premises required hereunder shall be Ground Lessee's sole responsibility and Ground Lessor shall have no obligation with respect thereto.

8.2 Alterations. After completion of the Project, Ground Lessee shall have the right, at its sole cost, responsibility, and expense, to make at any time and from time to time, alterations to the Premises with Ground Lessor's consent, and to construct other improvements on the Premises, so long as same are in compliance with the requirements of Article 2.

8.3 Fixtures. Any trade fixtures, furniture, equipment and other personal property that Ground Lessee places or installs in the Premises at its expense prior to or during the Term hereof shall remain Ground Lessee's property and may be removed by Ground Lessee provided that Ground Lessee shall repair any material damage to the Property caused by such removal at its sole cost and expense.

ARTICLE IX

LOSS, REIMBURSEMENT, LIABILITY

9.1 Ground Lessee shall not do or permit to be done any act or thing upon or about the Premises which will (i) result in the assertion of any defense by the insurer to any claim under, (ii) invalidate or (iii) be in conflict with the insurance policies covering the Premises, and fixtures and property therein, or which would increase the rate of fire insurance or general liability insurance applicable to the Premises to an amount higher than it otherwise would be; and Ground Lessee shall neither do nor permit to be done any act or thing upon or about the Premises which shall or might subject Ground Lessor to any liability or responsibility for injury to any person or persons or to property.

9.2 Ground Lessor or its officers, elected officials, agents, servants or employees shall not be liable for any injury or damage to persons or property resulting

from any condition of, or activity in, the Premises. Ground Lessee further represents and acknowledges that notwithstanding anything contained herein to the contrary, this Ground Lease is governed by and the Ground Lessor, including its officers, directors, elected officials, employees, agents, servants and consultants, as applicable, are entitled to the rights, benefits and protections contained in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

9.3 Ground Lessee shall reimburse Ground Lessor and its agents for all expenses, damages or fines incurred or suffered by Ground Lessor and its agents by reason of any breach, violation or non-performance by Ground Lessee, or its agents, servants or employees, of any covenant or provision of this Ground Lease, or by reason of damage to persons or property caused by moving property of or for Ground Lessee in or out of the Premises, or by the installation or removal of furniture or other property of or for Ground Lessee, or by reason of or arising out of the carelessness, negligence or improper conduct of Ground Lessee, or its agents, servants or employees, in the use or occupancy of the Premises. Ground Lessee shall have the right, at Ground Lessee's own cost and expense, to participate in the defense of any action or proceeding brought against Ground Lessor or its agents and in negotiations for settlement thereof if, pursuant to this Article 9.3, Ground Lessee would be obligated to reimburse Ground Lessor and its agents for expenses, damages or fines incurred or suffered by Ground Lessor or its agents.

9.4 Ground Lessee shall give Ground Lessor notice in case of fire or accidents in the Premises promptly after Ground Lessee is aware of such event.

9.5 Ground Lessee shall look solely to Ground Lessor's interest in the Premises for the satisfaction of any right of Ground Lessee for the collection of a judgment or other judicial process or award requiring the payment of money by Ground Lessor and no other property or assets of Ground Lessor, Ground Lessor's agents, incorporators, shareholders, officers, directors, partners, principals (disclosed or undisclosed) or affiliates shall be subject to levy, lien, execution, attachment, or other enforcement procedure for the satisfaction of Ground Lessee's rights and remedies under or with respect to this Ground Lease, the relationship of Ground Lessor and Ground Lessee hereunder or under law, or Ground Lessee's use and occupancy of the Premises or any other liability of Ground Lessor to Ground Lessee.

ARTICLE X

DAMAGE OR DESTRUCTION

10.1 Damage and Destruction. (a) If any improvements, including without limitation, the Bank, on the Premises are damaged or destroyed during the Term by a casualty loss, Ground Lessee shall promptly and diligently rebuild and restore same, at its expense, to its condition prior to such destruction. Ground Lessee shall have full use

of and the right to apply any insurance proceeds available for such rebuilding and restoration.

(b) Ground Lessor shall not be required to carry separate insurance of any kind on the Premises, and, except as provided by law, Ground Lessor shall not be obligated to repair any damage thereto or replace or clean the same. Ground Lessee shall maintain such fire and casualty insurance as it deems advisable but not less than the limits provided herein. If Ground Lessee shall fail to maintain such insurance, Ground Lessor shall have the right (but in no way shall be adversely affected if Ground Lessor fails or elects not to do so) to obtain insurance on the Premises and the cost thereof shall be Additional Rent under this Ground Lease and payable by Ground Lessee to Ground Lessor on demand.

ARTICLE XI

EMINENT DOMAIN

11.1 Condemnation. If after the execution of this Ground Lease and prior to the expiration of the Term, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Ground Lessor (subject to Ground Lessee's prior written approval) to said authority in lieu of such taking, then this Ground Lease and the Term hereof shall cease and terminate as of the date of such taking; subject, however, to the right of Ground Lessee, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Ground Lease, for all or such part, as Ground Lessee may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Ground Lessee; subject, further, to Ground Lessee's right to keep this Ground Lease in full force and effect in accordance with all governmental requirements, if termination hereof would reduce any award for a taking, as set forth herein below in this Article XI.

11.2 Termination Right. If, after the execution of this Ground Lease and prior to the expiration of the Term, any taking under the power of eminent domain by a public or private authority or any conveyance by Ground Lessor in lieu thereof, shall result in:

(a) A reduction of twenty-five (25%) percent or more of the area of the Premises;
or

(b) A taking of either a portion of the Premises which taking materially impedes or interferes with access to or the operation of Ground Lessee's business at the Premises;

then Ground Lessee may, at its election, terminate this Ground Lease by giving Ground Lessor notice of the exercise of Ground Lessee's election within thirty (30) days after Ground Lessee shall receive actual notice of such taking. In the event of termination by Ground Lessee under the provisions of this Section 11.2, this Ground Lease and the

Term hereof shall cease and terminate as of the date of such taking, subject to the right of Ground Lessee, at its election, to continue to occupy the Premises, subject to the terms and provisions of this Ground Lease, for all or such part, as Ground Lessee may determine, of the period between the date of such taking and the date when possession of the Premises shall be taken by the appropriating authority, and any unearned rent or other charges, if any, paid in advance by Ground Lessee shall be refunded to Ground Lessee. Notwithstanding anything in the foregoing to the contrary, if any condemnation award for any taking would be reduced by the termination of this Ground Lease with respect to a taking, as hereinabove set forth, then Ground Lessee may elect to keep this Ground Lease in full force and effect so as to obtain the highest possible award from the condemning authority.

11.3 Restoration. In the event of a taking in respect of which Ground Lessee shall not have the right to elect to terminate this Ground Lease or, having such right, shall not elect to terminate this Ground Lease, this Ground Lease and the Term hereof shall continue in full force and effect and Ground Lessee shall promptly repair, restore, redecorate and refixture the Premises to its pre-taking condition, subject to any limitations imposed or created by the Taking.

11.4 Award. All compensation awarded for any taking of the Property, shall belong to Ground Lessor; provided, however, that Ground Lessee shall be first entitled to any award made, whether to Ground Lessor or to Ground Lessee, for the unamortized cost of Ground Lessee's betterments and improvements, including without limitation, the Bank, Ground Lessee's moving expenses, and the value of Ground Lessee's trade fixtures, and further provided that Ground Lessee may apply for an award for the loss of Ground Lessee's leasehold estate and for any other amounts allowed by law.

11.5 Termination. In the event of any termination of this Ground Lease as the result of the provisions of this Article XI, Ground Lessor and Ground Lessee, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Ground Lease, except with respect to those liabilities and obligations that expressly survive the termination or expiration of the Term of this Agreement.

ARTICLE XII

SELF HELP

12.1 Self Help. If Ground Lessor or Ground Lessee defaults in the performance of any obligation imposed on it by this Ground Lease and does not cure such default within thirty (30) days after written notice from the other party specifying the default (or does not within said period commence and diligently proceed to cure such default), the other party, without waiver of or prejudice to any other right or remedy it may have, shall

have the right at any time thereafter to cure such default for the account of the defaulting party, and the defaulting party shall reimburse the other party for any amount paid and any expense or contractual liability so incurred upon invoice, provided however that no claim hereunder shall be used to set-off or seek any recoupment of any Base Rent or Additional Rent due hereunder. In the event of emergencies, or where necessary to prevent injury to persons or damage to property, either party may cure a default by the other party before the expiration of the waiting period with written or oral notice appropriate to the circumstances to the other party.

ARTICLE XIII

DEFAULT

13.1 Remedies Upon Ground Lessee's Default. In the event Ground Lessee shall at any time fail to pay rent or other monetary amounts herein required to be paid by Ground Lessee and such failure shall continue after ten (10) days prior written notice from Ground Lessor, or Ground Lessee shall fail to observe or perform any of the other covenants and agreements required to be performed and observed by Ground Lessee hereunder or any other such covenants and agreements it may have with Ground Lessor and any such default shall continue for a period of sixty (60) days after written notice to Ground Lessee and Ground Lessee shall not thereafter cure such default, or if such default is incapable of being cured in a reasonable manner within sixty (60) days then if Ground Lessee has not commenced to cure the same within said sixty (60) day period and thereafter to diligently prosecute the same to completion, then Ground Lessor shall be entitled at its election, to exercise concurrently or successively, any one or more of the following rights:

(a) to bring suit for the collection of the rent or other amounts for which Ground Lessee may be in default, or for the performance of any other covenant or agreement devolving upon Ground Lessee;

(b) to re-enter the Premises with process of law and take possession thereof, without thereby terminating this Ground Lease, and thereupon Ground Lessor may expel all persons and remove all property therefrom, without becoming liable to prosecute therefor, and relet the Premises and receive the rent therefrom, applying the same first to the payment of the reasonable expenses of such re-entry, and then to the payment of the monthly rental accruing hereunder. Ground Lessee shall remain liable for any deficiency after such application. Ground Lessor shall use its best efforts to relet the Premises. The commencement and prosecution of any action by Ground Lessor in forcible entry and detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or any re-entry, shall not be construed as an election to terminate this Ground Lease unless Ground Lessor shall, in writing, expressly exercise its election to declare the Term hereunder ended and to terminate this Ground Lease, and, unless this

Ground Lease be expressly terminated, such re-entry or entry by Ground Lessor, whether had or taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged Ground Lessee from any of its obligations and liabilities for the remainder of the Term of this Ground Lease;

(c) in the case of a default with respect to a payment of any base rent by Ground Lessee to Ground Lessor, to terminate this Ground Lease, re-enter the Premises and take possession thereof. In the event Ground Lessor shall elect to terminate this Ground Lease, as aforesaid, all rights and obligations of Ground Lessee, and of any permitted successors or assigns, other than those that shall expressly survive the Term or expiration of this Ground Lease, shall cease and terminate, except that Ground Lessor shall have and retain full right to sue for and collect all Rents of which Ground Lessee shall then be in default, and all damages to Ground Lessor by reason of any such breach, and Ground Lessee shall surrender and deliver up the Premises to Ground Lessor and upon any default by Ground Lessee in so doing, Ground Lessor shall have the right to recover possession by summary proceedings or otherwise and to apply for the appointment of a receiver and for other ancillary relief in such action, provided that Ground Lessee shall have fifteen (15) days written notice after such application may have been filed and before any hearing thereon, and Ground Lessor shall again have and enjoy the Premises, fully and completely, as if this Ground Lease had never been made. Ground Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Ground Lessor's obtaining possession of the Premises by reason of the breach or violation by Ground Lessee of any of the covenants and conditions in this Ground Lease contained. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES EACH HEREBY EXPRESSLY REPRESENT, ACKNOWLEDGE, UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL GROUND LESSOR BE ENTITLED TO ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, IN ANY FORM WHATSOEVER, FROM GROUND LESSEE. FURTHERMORE, GROUND LESSOR REPRESENTS THAT IT WILL SEEK TO MITIGATE ANY AND ALL DAMAGES THAT IT MAY INCUR AS A RESULT OF GROUND LESSEE'S DEFAULT.

13.2 Remedies Upon Ground Lessor's Default. In the event that Ground Lessor shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Ground Lessor hereunder and any such default shall continue for a period of sixty (60) days after written notice to Ground Lessor and Ground Lessor shall not thereafter cure such default (or if such default is incapable of being cured in a reasonable manner within sixty (60) days then, if Ground Lessor has not commenced to cure the same within said sixty (60) day period and thereafter diligently prosecuted the same to completion), Ground Lessee shall be entitled to seek specific performance of the provisions of this Ground Lease or to terminate this Ground Lease. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES EACH HEREBY EXPRESSLY REPRESENT, ACKNOWLEDGE, UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL GROUND LESSEE BE ENTITLED TO ANY

CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, IN ANY FORM WHATSOEVER, FROM GROUND LESSOR. GROUND LESSEE'S ABSOLUTE AND SOLE REMEDIES AGAINST THE GROUND LESSOR FOR ANY BREACH OF THIS GROUND LEASE OR OTHER CLAIM AGAINST GROUND LESSOR IS TO EITHER SEEK SPECIFIC PERFORMANCE OF THE PROVISIONS OF THIS GROUND LEASE OR TO TERMINATE THIS GROUND LEASE.

13.3 Remedies Cumulative. In the event that either Ground Lessor or Ground Lessee commences any suit for the collection of any amounts for which the other party may be in default or for the performance of any other covenant or agreement hereunder, the other party shall pay all reasonable attorneys' fees (as determined by a court of law) and other reasonable expenses incurred by the prevailing party enforcing such obligations and/or collecting such amounts. All remedies of Ground Lessor and Ground Lessee herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as either Ground Lessor or Ground Lessee shall, as applicable, deem necessary. Nothing contained in this Section 13.3 is intended to alter, modify or rescind the limitation of remedies against Ground Lessor as set forth in Section 13.2 hereof.

13.4 Reserved.

13.5 Conditions of Limitation upon Bankruptcy.

(a) This Ground Lease and the term and estate hereby granted are subject to the limitation that if a petition or case shall be filed by or against Ground Lessee under any provisions of the United States Bankruptcy Act or under the provisions of any other Federal or State bankruptcy or insolvency law or any law of like import, or whenever a permanent receiver of Ground Lessee or of or for the property of Ground Lessee shall be appointed, then, Ground Lessor may, (a) at any time after receipt of notice of the occurrence of any such event, or (b) if such event occurs without the acquiescence of Ground Lessee, at any time after the event continues for thirty (30) days, give Ground Lessee a notice of intention to end the Term of this Ground Lease at the expiration of ten (10) days from the date of service of such notice of intention, and upon the expiration of said ten (10) day period this Ground Lease and the term and estate hereby granted, whether or not the Term shall theretofore have commenced, shall terminate with the same effect as if that day were the last date of the Term, but Ground Lessee shall remain liable for damages as provided in this Ground Lease.

(b) If pursuant to the Bankruptcy Code Ground Lessee is permitted to assign this Ground Lease in disregard of the restrictions contained in this Ground Lease (or if this Ground Lease shall be assumed by a trustee), the trustee or assignee shall cure any default under this Ground Lease and shall provide adequate assurance of future performance by the trustee or assignee including (a) of the source of payment of rent

and performance of other obligations under this Ground Lease (for which adequate assurance shall mean the deposit of cash security with Ground Lessor in an amount equal to the sum of six (6) month's Base Rent then reserved hereunder, plus an amount equal to all Additional Rent payable for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Ground Lessor, without interest, for the balance of the term as security for the full and faithful performance of all of the obligations under this Ground Lease on the part of Ground Lessee yet to be performed) and that any such assignee of this Ground Lease shall have a net worth exclusive of good will, computed in accordance with generally accepted accounting principles, equal to at least ten (10) times the annual aggregate of the Base Rent reserved hereunder, plus all Additional Rent for the preceding calendar year as aforesaid and (b) that the use of the Premises shall in no way impose any additional burden upon the Premises or increase the services to be provided by Ground Lessor. If all defaults are not cured and such adequate assurance is not provided within sixty (60) days after there has been an order for relief under the Bankruptcy Code, then this Ground Lease shall be deemed rejected, Ground Lessee or any other person in possession shall vacate the Premises, and Ground Lessor shall be entitled to retain any rent or security deposit previously received from Ground Lessee and shall have no further liability to Ground Lessee or any person claiming through Ground Lessee or any trustee. If Ground Lessee receives or is to receive any valuable consideration for such an assignment of this Ground Lease, such consideration, after deducting therefrom (a) the brokerage commissions, if any, and other expenses reasonably incurred by Ground Lessee for such assignment and (b) any portion of such consideration reasonably designed by the assignee as paid for the purchase of Ground Lessee's property in the Premises, shall be and become the sole exclusive property of Ground Lessor and shall be paid over to Ground Lessor directly by such assignee. If Ground Lessee's trustee, Ground Lessee or Ground Lessee as debtor-in-possession assumes this Ground Lease and proposes to assign the same (pursuant to title 11 U.S.C. Section 365, as the same may be amended) to any person, including, without limitation, any individual, partnership or corporate entity, who shall have made a bona fide offer to accept an assignment of this Ground Lease on terms acceptable to the trustee, Ground Lessee or Ground Lessee as debtor-in-possession, then notice of such proposed assignment, setting forth (x) the name and address of such person, (y) all of the terms and conditions of such offer, and (z) the adequate assurance to be provided Ground Lessor to assure such person's future performance under this Ground Lease, including, without limitation, the assurances referred to in Title 11 U.S.C. Section 365(b)(3) (as the same may be amended), shall be given to Ground Lessor by the trustee, Ground Lessee or Ground Lessee as debtor-in-possession no later than twenty (20) days after receipt by the trustee, Ground Lessee or Ground Lessee as debtor-in-possession of such offer, but in any event no later than ten (10) days prior to the date that the trustee, Ground Lessee or Ground Lessee as debtor-in-possession shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Ground Lessor shall thereupon have the prior right and option, to be exercised by notice to the trustee, Ground Lessee or Ground Lessee as debtor-in-possession, given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Ground Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such

person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Ground Lease.

ARTICLE XIV

QUIET ENJOYMENT

14.1 Covenants and Warranties. Ground Lessor covenants and warrants that Ground Lessor is the true and lawful owner of the Premises and has good right and full power to let and lease the same. Ground Lessor agrees that, contingent upon Ground Lessee's compliance with the terms of this Ground Lease, Ground Lessee shall quietly and peaceably hold, possess and enjoy the Premises for the full term of this Ground Lease without any hindrance or molestation by Ground Lessor or by the agents or employees of Ground Lessor. This covenant shall be construed as a covenant running with the Property, and is not, nor shall it be construed as, a personal covenant of Ground Lessor, except to the extent of Ground Lessor's interest in the Premises and only so long as such interest shall continue, and thereafter Ground Lessor shall be relieved of all liability hereunder and this covenant shall be binding only upon subsequent successors in interest of Ground Lessor's interest in this Ground Lease, to the extent of their respective interests, as and when they shall acquire the same, and so long as they shall retain such interest.

ARTICLE XV

SUBORDINATION

15.1 Fee Mortgage. Ground Lessor shall have the right at any time during the Term to subject its interest in the Premises, the Property and/or this Ground Lease to any one or more mortgages on Ground Lessor's interest therein ("Fee Mortgage") and to renew, modify, consolidate, replace, extend and/or refinance any such Fee Mortgage. Ground Lessor shall be entitled to all of the proceeds from any such Fee Mortgage at any time affected pursuant hereto.

15.2 Subordination. This Ground Lease shall at all times be subordinate to any such Fee Mortgage, provided that the holder of any such mortgage ("Mortgagee") shall enter into a written agreement with Ground Lessee providing that (i) in the event of a foreclosure or other action taken under the mortgage by Mortgagee, this Ground Lease and the rights of Ground Lessee hereunder shall not be disturbed or diminished, but shall continue in full force and effect so long as Ground Lessee complies with the terms hereof; and (ii) in no event shall any term or provision of this Ground Lease be altered. Ground Lessee hereby acknowledges, represents, understands and agrees that Ground Lessor is a public entity with the right and power to issue bonds and other obligations secured by, among other things, the Ground Lessor's general obligation to make payments thereunder ("Bonds"). Provided that any such Bonds of the Ground Lessor

are not secured by a mortgage on the Premises, such Bonds shall not be deemed to constitute a Fee Mortgage hereunder.

15.3 Attornment. Should Ground Lessor sell, convey or transfer its interest in the Premises or should any mortgagee of Ground Lessor succeed to Ground Lessor's interest through foreclosure or deed in lieu thereof, then Ground Lessee shall attorn to such succeeding party as its Ground Lessor under this Ground Lease promptly upon any such succession, provided that such succeeding party assumes all of Ground Lessor's duties and obligations under this Ground Lease and agrees not to disturb Ground Lessee's leasehold interest hereunder in accordance with this Article XV as long as Ground Lessee is not in material default beyond any cure or grace period hereunder.

ARTICLE XVI

RESERVED

ARTICLE XVII

INDEMNITY

17.1 Ground Lessee covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the other party and its directors, officers, elected officials, agents, employees, contractors, and consultants (collectively the "Ground Lessor Indemnified Parties") harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from (i) the use, possession, conduct, management, planning, design, construction and installation of the Premises and improvements related thereto, (ii) any act, omission, or negligence of Ground Lessee or its officers, contractors, licensees, agents, employees, guests, invitees, or visitors in or about the Property, including without limitation, the Premises; and (iii) any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring within the Premises and which results, wholly or partially, from any negligence or willful misconduct of Ground Lessee, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from gross negligence or willful misconduct of the Ground Lessor, its employees, representatives or agents.

17.2 In any situation in which a Ground Lessor Indemnified Party is entitled to receive and desires indemnification by the Ground Lessee, the Ground Lessor Indemnified Party shall give prompt notice of such situation to the Ground Lessee. Failure to give prompt notice to the Ground Lessee shall not relieve the Ground Lessee of any liability to indemnify the Ground Lessor Indemnified Party, unless such failure to give prompt notice materially impairs the Ground Lessee's ability to defend such party. Upon receipt of such notice, the Ground Lessee shall resist and defend any action or proceeding on behalf of the Ground Lessor Indemnified Party, including the employment of counsel reasonably acceptable to the Ground Lessor Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement. All of the Ground Lessor Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the indemnified party unless the employment of such counsel is specifically authorized by the Ground Lessee, which authorization shall not be unreasonably withheld or delayed. The Ground Lessee shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Ground Lessee or if there is a final judgment against the Ground Lessor Indemnified Party in any such action, the Ground Lessee agrees to indemnify and hold harmless the Ground Lessor Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Ground Lessor Indemnified Party is entitled to indemnification hereunder. The Ground Lessee shall have the right to settle any such action on terms it deems appropriate provided that a full release of the Ground Lessor Indemnified Party is obtained and no admission of liability by the Ground Lessor Indemnified Party is required. In the event the Ground Lessor refuses to provide a release of such action, and a final judgment is rendered against the Ground Lessee, the Ground Lessor shall be responsible for the Ground Lessee's counsel fees and costs incurred subsequent to the Ground Lessee's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

17.3 The Ground Lessee's indemnity provided under this Article 17 shall survive the termination of this Ground Lease.

ARTICLE XVIII

MISCELLANEOUS

18.1 Holding Over. In the event of Ground Lessee's continued occupancy of the Premises after the expiration of the Term, or any earlier termination provided or permitted by this Ground Lease, such tenancy shall be from month-to-month and such continued occupancy shall not defeat Ground Lessor's right to possession of the Premises. During such holdover period, Ground Lessee shall pay rent at the rate of 150% of the rate which was paid for the last month prior to the termination of the Term

and all covenants, provisions, obligations and conditions of this Ground Lease shall remain in full force and effect during such month-to-month tenancy.

18.2 Non-Waiver of Default. No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition, nor shall the acceptance of rent by Ground Lessor at any time constitute a waiver of any rights of Ground Lessor.

18.3 Recording. This Ground Lease or any memorandum thereof shall not be recorded by Ground Lessee.

18.4 Notice. Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and mailed by registered or certified mail, return receipt requested or delivered personally, including by air courier or expedited mail service, addressed as follows:

If to Ground Lessor:

CARTERET REDEVELOPMENT AGENCY
61 Cooke Avenue
Carteret, New Jersey
Attention: Executive Director

With a copies to:

Borough of Carteret
61 Cooke Avenue
Carteret, New Jersey
Attention: Director of Law

and

Matthew C. Karrenberg, Esq.
DeCotiis, FitzPatrick & Cole, LLP
500 Frank W. Burr Blvd., Suite 31
Teaneck, New Jersey 07666

If to Ground Lessee:

Domenick A. Cama, Sr. Executive Vice President & COO
INVESTORS SAVINGS BANK
101 JFK Parkway
Short Hills, New Jersey

With copies to:

Ann LaCarrubba, Esq.
Investors Savings Bank
101 JFK Parkway
Short Hills, NJ 07078

or at such other address as may be specified from time to time in writing. All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed the date notice has been given.

18.5 Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

18.6 Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Ground Lease is of the essence.

18.7 Partial Invalidity. If any provision of this Ground Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Ground Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Ground Lease shall be valid and enforced to the fullest extent permitted by law.

18.8 Interpretation. In interpreting this Ground Lease in its entirety, the printed provisions of this Ground Lease and any additions written or typed thereon shall be given equal weight, and there shall be no interference, by operation of law or otherwise, that any provision of this Ground Lease shall be construed against either party hereto.

18.9 Headings, Captions and References. The section captions contained in this Ground Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Ground Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

18.10 Reserved.

18.11 Reserved.

18.12 Relationship of Parties. Nothing herein shall be construed so as to constitute a joint venture or partnership between Ground Lessor and Ground Lessee.

18.13 Force Majeure. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Ground Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions (subject to Article II herein), enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay, provided however, that the obligation of the Ground Lessee to pay Base Rent and/or any Additional Rent as required hereunder shall not be excused or delayed and shall continue hereunder. In no event shall a lack of financing be deemed an unavoidable delay hereunder.

18.14 Estoppel Certificates. Within twenty (20) days after the request by either party, the other party agrees to deliver to the requesting party and to any potential mortgagee, assignee or purchaser of the requesting party's interest in the Premises an estoppel certificate, in form and substance reasonably satisfactory to the requesting party certifying that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, whether same is in full force and effect as modified, and stating the modifications), that, to the certifying party's reasonable knowledge and belief, there are no defenses or offsets thereto (or stating those claimed by the certifying party), that there are no defaults by the certifying party or, to the reasonable knowledge and belief of the certifying party, on the part of the requesting party (or, if such defaults exist, stating their nature) and such other matters as the requesting party may reasonably request; provided, however, that no such estoppel certificate shall be deemed to amend or modify this Ground Lease.

18.15 SIGNS AND LIGHTING.

(a). Ground Lessee shall have the right, without Ground Lessor's consent, to erect and maintain its logo and signs advertising Tenant's business in the interior of the Bank. In addition, Ground Lessee shall have the right to erect signs on the exterior of the Bank and throughout the Premises. Ground Lessee shall erect and maintain such signs in accordance with all Applicable Laws, rules and regulations of the constituted authorities, and Ground Lessee shall be responsible for the maintenance and repair, at Ground Lessee's sole cost and expense, of said signs and the roof around the signs, if necessary, and for the obtaining of all necessary permits. Ground Lessee may change any such signs without consent of the Ground Lessor to reflect any name change or logo change of the Ground Lessee. Ground Lessor shall assist Ground Lessee in obtaining approvals and variance, if necessary, for signage.

(b). Ground Lessee shall be permitted to place its marketing materials, posters, placards and other displays within or adjacent to the branch windows. Flashing and strobe lighting is prohibited within and outside of the Premises. Ground Lessee may install a "future home of" sign(s) in the ground within thirty (30) days of Ground Lessee's receipt of a certificate of occupancy from the Borough of Carteret relative to the Premises upon completion of Ground Lessee's work.

(c). Any sign on the exterior of the Premises must remain operative and illuminated as per municipal code throughout the duration of tenancy. Should the sign, sign panel or transformers not be operative, the Ground Lessee shall have thirty (30) days to repair or replace the sign or repair its malfunction.

(d) Ground Lessee shall comply with all laws and ordinances of the applicable governmental authorities with respect to the installation and maintenance of all signs; shall obtain any permits necessary for installation thereof, and shall seek and obtain and pay for all necessary permits and approvals therefore. Ground Lessee shall procure appropriate insurance coverage for the installation and maintenance of any signs in accordance with the general requirements hereof and shall maintain any signs in a safe and sightly condition at all times.

18.16 Governing Law and Jurisdiction. This Ground Lease shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey without regard to conflict of laws principles thereunder and no defense given or allowed by the laws of any other state shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of New Jersey. The Ground Lessor may bring any action or proceeding to enforce or arising out of this Ground Lease in any court of competent jurisdiction. If the Ground Lessor commences such an action in a court located in the County of Middlesex, State of New Jersey, or any United States District Court in New Jersey, the Ground Lessee hereby agrees that it will submit to the personal jurisdiction of such courts and will not attempt to have such action dismissed, abated or transferred on the ground of forum non conveniens, and in furtherance of such agreement, the Ground Lessee hereby agrees and consents that without limiting other method of obtaining jurisdiction, personal jurisdiction over it in any such action or proceeding may be obtained within or without the jurisdiction of any court located in New Jersey and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Ground Lessee by registered mail to or by personal service at the last known address of the Ground Lessee pursuant to the notice section set forth in this Ground Lease. Any action or proceeding brought by the Ground Lessee arising out of this Ground Lease shall be brought solely in a court of competent jurisdiction located in the County of Middlesex, State of New Jersey, or in a United States District Court in New Jersey. The Ground Lessee hereby waives any right to seek removal of any action or proceeding.

18.17 Reserved.

18.18 Environmental.

(a) Ground Lessor warrants, represents and covenants that the Property as of the date hereof is free from any and all environmental constraints and that to the best of its knowledge there are no Hazardous Substance present in or on the Premises.

(b) Ground Lessee shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, within or beneath the Leased Premises or common areas, in each case, or any portion thereof, by Tenant, its agents, employees, contractors, or invitees, and shall otherwise comply with all Environmental Laws (and all applicable regulations or requirements of the Industrial Site Recovery Act of the State of New Jersey) in respect of its use, occupancy and operation of the Leased Premises.

(c) "Hazardous Substances" for purposes of this Ground Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 960 1(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §~ 6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(I) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (d) a "hazardous air pollutant" under section~1 12 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.

18.19 Brokerage. Ground Lessee covenants, represents and warrants that Ground Lessee has had no dealings or negotiations with any broker or agent in connection with the consummation of this Ground Lease and agrees to pay, hold harmless and indemnify Ground Lessor from and against any and all cost, expense (including reasonable attorneys' fees and court costs), loss and liability for any compensation, commissions or charges claimed by any broker or agent with respect to this Ground Lease or the negotiation thereof if such claim or claims by any such broker

or agent are based in whole or in part on dealing with Ground Lessee or its representatives.

18.20. Non-Liability of Officials and Employees of the Borough. No member, official, employee agent or consultant of the Borough shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

18.21. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Borough, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Borough, or their successors, on any obligation under the terms of this Redevelopment Agreement unless such liability is separately assumed under a separate document.

18.22. Modification of Ground Lease. No modification, waiver, amendment, discharge, or change of this Ground Lease shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

18.23. Execution of Counterparts. This Ground Lease may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Ground Lease shall become binding on the parties and such counterparts shall constitute one and the same instrument.

18.24. Prior Agreements Superseded. This Ground Lease integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

18.25. Waivers and Amendments in Writing. All waivers of the provisions of this Ground Lease must be in writing and signed by the appropriate authorities of the Ground Lessor and the Ground Lessee and all amendments hereto must be in writing and signed by the appropriate authorities of the Ground Lessor and the Ground Lessee.

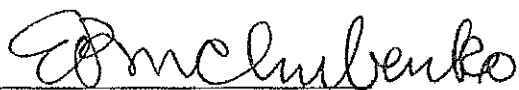
IN WITNESS WHEREOF, this Ground Lease has been executed under seal as of the Effective Date.

GROUND LESSOR

CARTERET REDEVELOPMENT
AGENCY

Witness:

By:

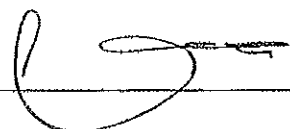
_____

GROUND LESSEE

INVESTORS SAVINGS BANK

Witness:

By:

_____

LEASE

Carteret Housing and Development Corp Administered by the Carteret Housing Authority

Tenant: Yang, Lawrence

Number of Bedrooms 3

Leased Premises: 204 Pershing Avenue, Carteret, NJ 07008

Facility: CHADCO

WITNESSETH THAT:

The **Carteret Housing and Development Corporation**, a body corporate organized and operated pursuant to the laws of the State of New Jersey, (hereinafter known alternatively as "**CHADCO**"), relying upon the representations made to it by the **Tenant** as the head of household as to his/her household composition, employment and the income of the head of household and members of the household, does hereby enter into this residential lease for the above referenced dwelling unit upon the following terms and conditions:

1. **FAMILY COMPOSITION:**

Tenant agrees that the person(s) identified below are the only members of his/her household who will reside at the leased premises:

Names of Household Members	Relationship to Tenant	Date of Birth	Social Security No.
<u>Lawrence Yang</u>	<u>Head</u>	<u>1/20/1992</u>	<u>[REDACTED]</u>
<u>Louis M. Lopez</u>	<u>Other Adult</u>	<u>7/10/1991</u>	<u>[REDACTED]</u>
<u>Daniel L. Jenkins</u>	<u>Other Adult</u>	<u>5/01/1995</u>	<u>[REDACTED]</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

2. **LEASE / TERM OF LEASE**

CHADCO hereby rents, demises and leases unto Tenant for the term hereinafter stated (subject to earlier termination as hereinafter provided) the dwelling unit described above. This lease shall be for the period of one year beginning on August 1, 2016 and ending on July 31, 2017 and is to be automatically renewable for successive one month periods unless properly terminated pursuant to the terms of this lease.

16 Day Move-In Per Diem \$ 640.00

3. **PAYMENTS DUE UNDER THE LEASE:**

The amount of rent is as follows during the term of this lease:

A. Rent for the period beginning August 1st 20 16, and ending at midnight on July 31st 20 17, is \$ 1,250.00. Thereafter, monthly rent in the amount of \$ 1,250.00 will be due on or before the first day of each month throughout the term of the lease. Payments made as rent will be applied first to any outstanding balances which may include rent, repair/damage charges or any other balances due and owing to the Housing Authority. Pursuant to the terms contained herein, all such charges are deemed to be and are collectible as "additional rent". This shall not be construed to require the acceptance by CHADCO of rent payments tendered for a period subsequent to the expiration of a Notice of Termination and Demand for Possession served upon the Tenant in accordance with this lease, federal regulations and state law. CHADCO reserves the right to refuse payments of less than the full amount due and owing under this lease (plus court costs, if applicable).

B. **SECURITY DEPOSIT:** \$1,250.00.

C. All charges for maintenance and repair beyond normal wear and tear are due and payable on the date stated in the notice on which the charge is made, but not sooner than (14) fourteen days after delivery of the notice. Upon assessment of such charge(s) by CHADCO, same shall be collectible as "additional rent".

D. **LATE CHARGES** - Any rent payment received by CHADCO (5) five business days after it is due shall be subject to a late charge, which will be due and payable immediately and along with the monthly rent. The late charge shall be \$25 for every occurrence. Late charges assessed to a Tenant by CHADCO shall be collectible as and deemed to be "additional rent". CHADCO reserves the right to modify the late charge set forth above.

E. In the event the Tenant is late in the payment of rent on (3) three occasions in any (12) twelve month period, the Tenant will be subject to a termination of this Tenancy and be evicted.

F. **ATTORNEY, COURT COST AND EVICTION COSTS:** Tenants will be charged a fee to cover court costs and reasonable attorney fees as the Court may award whenever CHADCO incurs costs and/or attorneys fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Housing Authority permission to remove from the public way and store any personal property left in the unit and to dispose of such property of such property as prescribed by law and agrees that the tenant will be responsible for the actual costs for moving any personal property from the unit, and any other costs directly associated with the eviction. An attorney's fee of (\$184.00) one hundred eighty four dollars shall be assessed, each time a court appearance by counsel, is required, whether for trial, motion or other hearing. Any attorney's fee assessed against a Tenant shall be deemed to be and collectible as additional rent.

G. **UTILITIES:** Tenant shall be responsible for all utilities.

4. **RENT, OCCUPANCY AND ELIGIBILITY:**

Tenant agrees to report to CHADCO any changes in household composition or any changes in the income of a household member or where any person other than the household members identified in Section 1 of this lease begins to reside in the dwelling unit, or any of the persons identified in Section 1 of this lease discontinues residing in the dwelling unit. The aforementioned changes must be reported to CHADCO in writing within (15) fifteen days of the occurrence of such change, and said report must be accompanied by such documentation as evidences the subject change.

When requested by CHADCO, the Tenant must recertify as to household composition, household income and employment status of all persons residing within the dwelling unit. Tenant also agrees to furnish accurate information and documentation to CHADCO, verifying identity, income, and employment of all persons residing within the dwelling unit. The Tenant expressly agrees that the responsibility to provide or to cause to be provided, such financial information and documentation is exclusively that of the Tenant. This information shall be used by CHADCO in determining whether the Tenant is still eligible for the program. Tenant also shall give CHADCO authorization to independently verify all sources of income.

A. Rental payments set forth in Section 3 hereof and such "additional rents", if any, or as adjusted pursuant to the above will remain in effect for the term of the lease. If this lease is an extension of an occupancy by the Tenant under a prior lease or leases with CHADCO, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder, as part of the regular monthly rent and shall be collectible as and deemed to be "additional rents."

B. If CHADCO determines that the Tenant must transfer to another dwelling unit based upon the suitability of the dwelling unit for the Tenant, CHADCO shall notify the Tenant at least 30 days in advance of the effective date of the action. The Tenant shall not have the right to select the unit or the facility in which the alternate unit is located.

5. OCCUPANCY:

A. The Tenant shall have the right to the exclusive use and occupancy of the dwelling unit identified in ~~this lease~~this lease. Guests or visitors of the Tenant may be accommodated for no longer than a period of (2) two weeks per visitor/guest. "Guest" or "Visitor" means a person in the dwelling unit or upon the premises in which the dwelling unit is contained with the consent of the Tenant or with the consent of a household member of the Tenant. The Tenant is strictly responsible for providing CHADCO with notice in writing of all overnight visitors or guests staying on the premises for more than (2) two nights. The written notice must be given no later than the (3rd) third day after the guest begins staying at the premises.

B. If any visit will extend beyond (2) two weeks, the Tenant must notify the CHADCO in writing, stating the reasons for the extended visit, which must be authorized in writing by CHADCO.

C. During the term of the lease, each unit will have use a double off-street parking space allocated for up to two vehicles. The specific space will be identified at the time of the execution of this lease and the Tenant will have use of the same double parking space throughout the term of this lease. All vehicles parked on CHADCO's property must be in proper working order with current registration, inspection and insurance.

6. OBLIGATION OF CHADCO:

CHADCO shall be obligated, other than for circumstances beyond its reasonable control, as follows:

A. To maintain the common areas, general premises and the facility in decent, safe and sanitary condition.

B. To comply with requirements of applicable federal, state and local building codes, health codes, and H.U.D. regulations materially affecting health and safety.

C. To make necessary repairs to the dwelling unit and/or premises within a reasonable period of time after receiving written notice from the Tenant of the need for such repair.

D. To keep facility buildings and common areas not otherwise assigned to the Tenant for exclusive use for maintenance and upkeep, in a clean and safe condition.

E. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the CHADCO.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit and premises by the Tenant in accordance with Section 7(J) and Section 10 of this lease.

G. To notify the Tenant of the specific grounds for any proposed action including any adverse action by CHADCO directly affecting the interests of the Tenant. Such actions include, but are not limited to, a proposed lease termination; a proposed transfer of the Tenant to another dwelling

unit; or the imposition of charges for maintenance and repair or damages to the dwelling unit or for the assessment of charges deemed under this lease to be "additional rent".

7. OBLIGATIONS OF THE TENANT:

The Tenant, Tenant's household members, guests and visitors shall be obligated as follows:

A. To pay rent, (and all other charges assessed in this lease and deemed to be "additional rent" or "retroactive additional rent") each month in the amount fixed by this lease or any amendment or modification hereto, including any adjusted rent amounts pursuant to the process described in Section 3 and Section 4 of this lease. Rent, "additional rent", "retroactive additional rent", maintenance charges set forth in Addendum A and other charges must be paid to the Carteret Housing Authority at the Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey. The Carteret Housing Authority will not accept cash.

B. Not to assign this Lease to any person and not to sublease, transfer or share possession of the dwelling unit to or with any person not listed in this lease as a household member.

C. Not to provide accommodations for boarders, lodgers or to allow this unit to be used as a residence by any guest or visitor.

D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members as identified in this Lease, and not to use or permit its use for any other purpose. With the written consent of CHADCO, the Tenant or the Tenant's household members may engage in legal activities in the dwelling unit, where CHADCO determines that such activities are incidental to the primary use of the leased unit as a residence by the Tenant and Tenant's household members.

E. To abide by all Rules and Regulations issued by CHADCO for the benefit and well-being of the facility and/or the other Tenants. Any violation of such Rules and Regulations shall constitute a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provisions of this Lease, the provision of this Lease shall govern. The current Rules and Regulations are attached hereto as Addendum A.

F. To comply with all obligations imposed upon Tenants by applicable provisions of federal and State law and of local Building, Health and Housing codes and ordinances addressing health and safety.

G. To keep the dwelling unit, premises, common areas, adjacent grounds and other such areas as may be assigned for Tenant's use in a clean, orderly and safe condition. If authorized in writing by CHADCO, the Tenant may paint or make minor repairs to the dwelling unit at his/her expense.

H. To provide reasonable care and upkeep of smoke detectors (including changing batteries) and the performance of periodic testing of apartment smoke detectors to assure each is in working order.

I. To regularly and appropriately dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

J. To use, only as intended, and ~~in~~ in and in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen appliances, other facilities and appurtenances.

K. To refrain from, and to cause household members, visitors and guests, to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, premises or facility.

L. To conduct himself/herself and cause other persons who are on the premises or within the dwelling unit with his/her consent (whether or not such persons presence of the premises is then known by the Tenant and whether or not the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and in a manner that will not disturb their

neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the facility in a decent, safe and sanitary condition.

M. To agree that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises, while the Tenant is a resident, as more fully described in the "Criminal Activity" section of this lease. A complete description of the "Criminal Activity" provision is contained within this Lease at Section 11.

N. To abide by the terms & conditions in the Housekeeping Standards set forth at Section 10.

O. To pay any charge (other than for normal wear and tear) for the repair of damages to the dwelling units, premises, buildings, facilities or common areas caused by Tenant, members of Tenant's household or their guests, or by Tenant's failure to report needed repairs, which charges are in accordance with actual costs to make such repairs. Any damage to the dwelling unit, premises, buildings, facilities or common areas which is not described in writing to CHADCO prior to Tenant's occupancy will be presumed to have been caused by Tenant. Any charges in connection with the repair of the same shall be collectible from Tenant by CHADCO and shall be deemed to be "additional rent".

P. To permit CHADCO, pursuant to the provisions of Section 10, reasonable entrance to the dwelling unit for the purposes of performing periodic inventories and inspections, reading utility meters, performing routine maintenance, performing any necessary improvements, repairs or for the purpose of showing the dwelling unit for leasing.

Q. To promptly report to CHADCO any needed repairs to the dwelling unit or to the premises.

R. To refrain from placing fixtures, temporary or permanent structures, signs or fences in or about the premises ~~without first~~ without first obtaining the prior (revocable) permission of CHADCO in writing. This prohibition includes but is not limited to the placement of an antenna or satellite dish.

S. To comply with the provisions of any Rider attached to and incorporated in this Lease.

T. To notify the CHADCO in writing, of absence of the Tenant or any household member from the dwelling unit which exceeds fifteen (15) days or to notify CHADCO when any family member moves out. The written notice must contain a certification by the family as to where the family member is temporarily or permanently relocated to.

U. To refrain from the illegal use and/or illegal possession of firearms and/or other weapons.

V. Upon ~~vacating~~ vacating, to leave the dwelling unit in a clean condition, excepting for normal wear and tear, and to return all keys to CHADCO. Any personal property left by the Tenant in or about the dwelling unit ~~after unit~~ after he/she vacates will be considered as abandoned and may be disposed of as CHADCO sees fit.

W. To share in maintenance of common areas in accordance with any program developed by CHADCO. In the event the Tenant fails to participate he/she may be subject to charge or fine pursuant to the published Rules and Regulations.

X. To recertify as to the household composition and household income with CHADCO when requested as more fully described in Section 4 of this lease. In addition thereto, to recertify any time there is a change of household composition or household income pursuant to Section 4.

It is specifically agreed to by the Tenant hereto, that a failure to perform, to abide by, and/or refrain from any of acts, obligations or requirements contained in the foregoing provisions constitutes a substantial breach of a material term of this lease. The failure of the Tenant to perform, to abide by and/or refrain from any acts, obligations or requirements contained herein shall give rise to a right of CHADCO to terminate this lease in accordance with New Jersey State Law and federal regulation.

8. DEFECT, HAZARDS TO LIFE HEALTH OR SAFETY:

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

CHADCO Responsibilities:

- (a) CHADCO shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from the Tenant, provided, that if the damage was caused by the Tenant, the Tenant's household members, visitors or guests, the reasonable cost of such repairs shall be charged to Tenant. The charge for such repairs assessed against the Tenant shall be collectible as and deemed to be "additional rent".
- (b) CHADCO shall offer Tenant a replacement dwelling unit, if available, if the necessary repairs cannot be made within a reasonable time. CHADCO shall not be required to offer Tenant a replacement unit if the necessary repairs were caused by Tenant, household members or guests or if the damage to the dwelling unit does not affect the habitability of the dwelling unit.
- (c) Tenant shall accept any replacement unit offered by CHADCO.
- (d) In the event repairs cannot be made by CHADCO, as described above, then rent shall abate in proportion to the seriousness of the damage and loss of the level of habitability as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations, if the damage incurred was caused by the Tenant, the Tenant's household members, visitors or guests or where the damage does not materially affect the habitability of the dwelling unit.
- (e) If CHADCO determines that the dwelling unit is untenantable because of imminent danger to life, health or safety and alternative accommodations are refused by the Tenant or are not available through CHADCO, this Lease shall be terminated.

Tenant Responsibilities:

- (a) Tenant shall be responsible for all lawn mowing, lawn care, general property maintenance and snow removal from porch, walkways and public sidewalk.
- (b) Tenant shall immediately notify CHADCO main offices of any damage when the damage is or becomes sufficiently obvious or severe.
- (c) Tenant agrees to continue to pay full rent, during the time in which the defect remains uncorrected, unless CHADCO agrees in writing to a ~~temporary~~ temporary rent abatement as specified above.

Inspections:

- (a) Move-in Inspections: CHADCO and the Tenant shall inspect the dwelling unit prior to occupancy by the Tenant. Any deficiencies identified by the Tenant must be submitted in writing to CHADCO in advance of the move-in and will be corrected by CHADCO, at no charge to the Tenant.
- (b) Other Inspections: CHADCO will inspect the unit at least annually to check and perform any needed maintenance, Tenant housekeeping, and other lease compliance matters.
- (c) Move-Out Inspections: CHADCO will inspect the unit at the time Tenant vacates and serve upon Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant may join in such inspection, unless Tenant vacated without notice to CHADCO.

9. NOTICE PROCEDURES:

- (a) Tenant Responsibility -- Any notice to CHADCO must be in writing, delivered to the designated CHADCO office, or sent by prepaid first-class mail, properly addressed.
- (b) CHADCO Responsibility -- Notice to the Tenant must be in writing, delivered to the Tenant or to any adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail addressed to the Tenant.

(c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage pre-paid. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned. CHADCO may elect to serve any notice by certified mail, return receipt requested.

(d) If the Tenant is visually impaired, all notices must be in an accessible format provided that CHADCO has notice of Tenant's visual impairment.

10. HOUSEKEEPING STANDARDS:

In an effort to improve the livability and conditions of the apartments owned and managed by CHADCO, uniform standards for resident housekeeping have been developed for all Tenant's and Tenant's household members. The Tenant Agrees to be bound to abide by the Housekeeping Standards set forth below. A failure to abide by these Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall give rise to CHADCO's right to terminate this lease and seek the eviction of the Tenant.

(A) CHADCO Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. CHADCO will inspect each dwelling unit at least annually, to determine compliance with the standards. Upon completion of an inspection, CHADCO will notify Tenant in writing if he/she fails to comply with the standards. CHADCO will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, CHADCO will schedule a second inspection.

(B) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure by the Tenant to abide by the Housekeeping Standards shall be deemed to be a substantial breach of a material term of this written lease and shall result in CHADCO terminating this Tenancy.

(C) Housekeeping Standards: Inside the Apartment

General --

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds must be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks must be operable.
- (7) Trash: shall be disposed of properly and regularly and not left in the dwelling unit.
- (8) Dwelling unit should be free of rodent or insect infestation.
- (9) Heating units should be dusted and access uncluttered.
- (10) Washer & Dryers must be kept clean & lint should be removed from dryer after each use.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the designated disposal area. Trash/garbage must be removed from the dwelling unit regularly and disposed of in the garbage facilities provided.
- (8) Dishwasher shall be clean and free of any debris, food and grease.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas--

- (1) Linen Closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards: Outside the apartment

The following standards apply to all dwelling units where the areas set forth below are provided for the exclusive use of the Tenant:

- (1) Porches and Balconies: should be clean and free of hazards. No items shall be stored upon porches or balconies.
- (2) Steps: should be clean, and free of hazards.
- (3) Sidewalks: should be clean and free of hazards.
- (4) Storm doors: should be clean, with glass or screens intact.
- (5) Parking lot: should be free of abandoned cars. No car repairs are allowed in the lots.
- (6) Hallways: should be clean and free of hazards
- (7) Stairwells: should be clean and uncluttered.
- (8) Laundry Areas: should be clean and neat. Remove lint from dryers after use.
- (9) Recycling: all tenants shall conform to the Local ordinance of the Borough of Carteret regarding the recycling of certain garbage and waster materials.

11. CRIMINAL ACTIVITY POLICY

CHADCO hereby provides notice to the Tenant of the following material terms of this lease.

A. Resident Conduct

1. Any criminal activity is grounds for a termination of this lease and shall give rise to a right for CHADCO to seek the Tenant's eviction if the criminal conduct threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants.
2. All drug-related criminal activity, whether on or off the premises, is also cause for a termination of lease and shall give rise to a right for CHADCO to seek the Tenant's eviction.
3. A tenancy may be terminated and the household evicted when the Tenant, any of the Tenant's household members, or any visitor or guest engages in any form of criminal activity described above.
4. CHADCO shall terminate the tenancy of any person who CHADCO determined is illegally using a controlled dangerous substance;
5. CHADCO shall terminate the tenancy of any Tenant
 - a. Where the Tenant, any of the Tenant's household members, visitors or guests are reasonably believed to be illegally using a controlled dangerous substance; or
 - b. whose illegal use of a controlled dangerous substance or whose abuse of alcohol is determined by CHADCO to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents of the development

- c. Where the Tenant, any of the Tenant's household members, visitors, or guests willfully allow the dwelling unit to be used for the storage of, manufacture of, distribution of, or facilitation of the use of controlled dangerous substances.

B. Criminal Activity

1. Criminal activity including drug-related criminal activity is deemed to be a substantial breach of a material term of this lease. CHADCO will terminate the tenancy and seek eviction, under appropriate laws and statutes, of any Tenant determined to be in violation of this material term of the lease.
2. The Tenant has an affirmative obligation to assure that neither they nor any member of their household or any visitor or guest or anyone else under their control, by virtue of having been invited to the dwelling unit or premises, will engage in prohibited drug-related or other criminal activities. CHADCO may evict the Tenant when any household member, visitor or guest commits an action in violation of this lease provision. The Tenant has by signing this lease promised to ensure a crime-free household. The Tenant is strictly responsible for each household member, visitor or guest.

Notwithstanding the above CHADCO will handle all issues involving this lease provision on an individual basis.

C. Factors Considered in Determining to Terminate a Tenancy and Evict a Household.

1. The factor to be considered in determining whether to seek the eviction of a household:
 - a) The magnitude and seriousness of the offense. All drug offenses are serious and it is reasonable to have a strict policy which allocates relatively scarce affordable housing resources to those who play by the rules and remain free of criminal activity including criminal activity involving drugs. However, a less serious non-frequent indiscretion by a member of the household cannot be equated with the most serious offense i.e., performing as a drug merchant or the commission of violent acts. CHADCO will review on a case by case basis.

D. Rehabilitation for Abuse Problems.

In determining whether to evict a Tenant based on a pattern of use of a controlled dangerous substance abuse or a pattern of abuse of alcohol, CHADCO may consider, if presented by the Tenant whether such person:

1. has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable);
2. has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled dangerous substance or the abuse of alcohol (as applicable); or
3. is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled dangerous substance or abuse of alcohol (as applicable);

12. TERMINATION OF LEASE:

A. CHADCO shall not terminate or fail to renew this Lease other than for serious or repeated violation or for substantial violations of any material term of the Lease or of any addenda hereto. The following terms shall be considered material terms of this Lease but are not an exclusive listing.

1. Any and all obligations of the Tenant specified in any section of this lease or specified in any Addenda hereto.
2. Nonpayment of rent or any other charges deemed herein to be "Additional Rent" or "Retroactive Additional Rent" under this Lease.

3. Habitual late payment of rent, as set forth in Section 3E.
 4. Serious or repeated interferences with the rights of other Tenants.
 5. Serious or repeated damage to the dwelling unit, common areas, facility or premises.
 6. Alteration, defacement, sale, ~~destruction~~, destruction or other disposition of the leased dwelling unit, common areas, facility or ~~premises~~ premises or any part thereof.
 7. Failure to timely report any ~~change~~ household composition or identity of any household member, and the failure to provide any other information or documentation required by this Lease or the failure to appear personally and comply with a request to recertify as to household income or household composition.
 8. Misrepresentation (intentional or unintentional) of any material fact in the Application for Admission, or in any statements submitted to CHADCO in support of such an Application.
 9. The keeping of an animal in or on the premises.
 10. Such change in household size or composition that renders inappropriate the Tenants' continued occupancy of the dwelling unit.
 11. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenants' control, shall be cause for termination of tenancy:
 - A) Any activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's premises by other residents.
 - B) Any criminal activity including drug-related criminal activity in, on or near the Tenant's dwelling unit or facility premises as defined in Section 7(N) of this Lease.
 12. Serious or repeated violations of any of the Rules and Regulations applicable to the Tenant's dwelling unit, the common areas or premises as posted and in effect from time to time.
 13. This Lease shall terminate upon the death of a Tenant, and may not be assigned to any other household member or person without the written consent of CHADCO, payment of rent ~~arrears~~, arrears, additional rents or retroactive additional rents and the execution of a new Lease. However, the willingness and/or the ability of any remaining adult household member to pay any rent arrears, additional rent, or retroactive additional rent or to pay rent for the dwelling unit calculated on the income of the remaining member shall not be sufficient cause for the CHADCO to consider the remaining household member to be a Tenant of CHADCO, although it may be a necessary condition.
- B. CHADCO shall give written notice of termination of this Lease in the form of a Notice Terminating Tenancy and Demand for Possession as follows:
1. (14) fourteen calendar days in the case of a failure to pay rent, additional rent or retroactive additional rent.
 2. A reasonable time commensurate with the exigencies of the situation in the case of the creation or maintenance of a threat to the health, safety or welfare of other Tenants or of CHADCO's employees, vendors or agents.
 3. (30) thirty calendar days in all other cases, pursuant to the laws of the State of New Jersey.
- C. The Notice Terminating Tenancy and Demand for Possession served upon the Tenant shall state the specific ground(s) for termination.

D. When CHADCO issues a Notice Terminating Tenancy and Demand for Possession, it shall:

a. Specify that the judicial eviction procedure to be used by CHADCO for eviction procedure provides the opportunity for a hearing in the ~~court~~of ~~competent~~ jurisdiction and that the procedure utilized contains the basic elements of due process.

b. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in this Lease. In deciding to evict for criminal activity, CHADCO shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that eviction would have on family members not involved in the prescribed activity. In appropriate cases, CHADCO may impose a condition that those family members who engaged in the prescribed activity will not reside in the unit. CHADCO may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to reside in the unit

c. CHADCO may evict the Tenant from the unit only by bringing an appropriate judicial proceeding prescribed by the laws of the State of New Jersey.

E. Notice to Post Office: When CHADCO obtains the eviction of an individual or family from a dwelling unit, CHADCO shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. (This action will be taken so that the Post Office will terminate delivery of mail for such person at the unit, and such persons will not return to the development for pickup of the mail.)

F. This Lease may be terminated by the Tenant, at the end of the lease term by giving thirty (30) calendar days advance written notice, to become effective at the end of a month, to CHADCO at the Carteret Housing Authority's business offices located at 96 Roosevelt Avenue, Carteret, New Jersey 07008.

13. MISCELLANEOUS:

a. Captions: Captions or paragraph headings set forth in this lease are for reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

b. Integration: The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement between CHADCO and the Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No change hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of CHADCO, except with regard to any modifications of the Rules and Regulations of CHADCO.

c. Prior Lease Between the Tenant and CHADCO: It is hereby understood and agreed between the Tenant and CHADCO, that CHADCO reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due, additional rent due or retroactive additional rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the subject dwelling unit or a previous dwelling unit owned, operated or administered by CHADCO and/or other premises leased by the Carteret Housing Authority, and that such claims may be endorsed as if arising under this Lease.

d. Accommodation of the Handicapped: A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice as required by 24 CFR 966.7 (b) that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of this tenancy.

14. WAIVER:

The failure of CHADCO to Exercise any right or remedy as provided herein or under federal or state law shall not effect its right to do so at a later date for similar or other causes.

15. RECEIPT OF ADDENDUMS

By signing this Lease, the Tenant hereby acknowledges receipt of all addenda hereto which are listed below. Further the Tenant acknowledges and agrees that each addendum received is hereby incorporated into this lease.

Addendum A - Tenant's Rules and Regulations
Addendum B - Window Guard

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE AND OF THE ATTACHED ADDENDA HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY THE PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties execute this Residential Dwelling Lease this
15th day of July 2016, at the Housing Authority of the Borough of Carteret,
State of New Jersey.

As to the Housing Authority of the Borough of Carteret:
For CHADCO

By: 
Housing Authority Representative
Eric F. M. Chubenko, Executive Director

As to the Tenant:

By: 
Tenant
Lawrence Yang

ADDENDUM A

TENANT RULES AND REGULATIONS

1. Residents are provided one (1) key per unit and the head of household will be responsible for said key. Replacement of lost keys will result in appropriate fees applied to the tenant's account as per list of charges for re-keying of cores and duplication of a new key. All keys are the responsibility of the head of household.
2. Residents lease and have use of their unit. Residents may not store any items on the grounds without permission from the Management.
3. No playhouses or other items may be placed on the grounds.
4. Gardens may not be planted, grounds altered, fence installed and/or pools allowed without written permission from Management.
5. Management may remove any items, belonging to the resident, placed on the grounds and/or hung on buildings or posts if place without approval from Management.
6. Residents are to keep the yard area neat, clear of possessions and may not erect any items on the grounds.
7. Porches are to be kept neat, clean and free of possessions to prevent trip and fall incidents.
8. No residents can keep a pit bull/fighting dog on the premises, nor are they to allow visitors with said animal(s).
9. Water beds are not allowed in the apartments or on the property of CARA.
10. Tampering, adjusting, modifying or disconnecting of smoke detectors is prohibited.
11. Halogen lamps are not allowed on CARA property.

ADDENDUM B

CHILD-PROTECTION WINDOW GUARDS

Child-Protection Window Guards; When Required

(a) Except as provided in (b) below, the owner or other person responsible for the management or control of a multiple dwelling shall, upon the written request of a tenant of a unit in which a child or children 10 years of age or under reside or are regularly present for a substantial period of time, provide install, and maintain approved child-protection window guards on the windows of the dwelling unit and on any windows in the public halls of a the multiple dwelling.

(b) The requirements of this subchapter shall not apply to any window, which either gives access to a fire escape or is on the first floor, or to any unit that is owner-occupied, is part of a condominium or is held by a proprietary lessee under a cooperative form of ownership or occupied by a shareholder in a mutual housing corporation.

For purposes of this subchapter, a window in a room or hallway shall not be considered to be on the first floor if the finished surface of the floor of that room or hallway is more than six feet above grade as measured at the location of the window.

(c) All leases offered to tenants in multiple dwellings, other than multiple dwellings under a condominium, cooperative or mutual housing form of ownership, shall contain a clear, legible and conspicuous notice advising tenants and prospective tenants that the owner is required by law to provide, install and maintain window guards in the apartment of any tenant who has a child or children 10 years of age or younger living in the apartment or regularly present there for a substantial period of time and makes a written request to the owner or the owner's representative that the window guards be installed, and the owner is also required, upon the written request of any such tenant, to provide, install, and maintain window guards in the building hallways to which persons in the tenants unit have access without having to go out of the building. A lease offered to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only to window guards in hallways above the first floor to which persons in the tenants unit have access without having to out of the building.

(d) At least once in each calendar year, the owner or other person who manages or controls a multiple dwelling, other than a multiple dwelling exempted by (c) above, shall deliver to each tenant a clear and legible notice containing the information required by (c) above. This notice shall be hand delivered to the tenant or send to the tenant, at the unit, by ordinary or certified mail. However, no additional notice shall be required in any year in which a tenant receives a copy of a lease or a lease renewal that is in conformity with (c) above. A notice given to a tenant of a first floor unit shall not be required to refer to window guards in the apartment, but only to the hallways above the first floor to which persons in the tenant's unit have access without having to go out of the building.

General Installation Requirements

(a) Window guards shall be installed in accordance with all applicable requirements with manufacturer's instructions.

(b) Any window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool or excessive force. For purposes of this subchapter, an "emergency egress window" is any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape.

(c) Any window guard installed on a window that is not an emergency egress window, including any window in a unit located above the third floor and any window in a room on the second or third floor that is not a sleeping room, shall be designed, constructed and installed so that it cannot be removed, opened or dislodged without the use of a key or tool: provide, however, that no window guard shall be installed on any window giving access to a fire escape.

Specifications for Window Guards

(a) Window guards shall be so constructed as to reject the passage of a solid four-inch sphere at every space and interval.

(b) Window guards shall bear a 150- pound load at center span when extended to maximum

(c) Window guards shall be constructed of metal or of other material of comparable strength and durability. In order to avoid obstruction of light and air, the diameter or width of metal rods used in window guards shall not exceed one-half inch.

(d) Window guards shall be designed, constructed and installed so as to serve their intended protective purpose without any risk of collapse, breakage, spreading of the bars or other malfunction.

(e) Window guards shall protect the full openable area of each lower window.

Any existing window guard that does not protect the full openable area or the lower window shall be replaced by a window guard that does protect such full openable area not later than March 15, 2006.

(f) Window guards shall be securely fastened in order to bear the required load.

(g) All window guards shall be so designed and installed as to ensure that any space between the lowest section of the top horizontal bar of the window guard and the bottom of the upper sash is less than four inches.

(h) Screws used to mount window guards shall be:

Minimum size No. 10 and long enough to penetrate one inch into a wooden window frame; or
Of an adequate type, size and length to be securely fastened to a metal window frame.

(i) The coating of window guards shall be unleaded.

(j) Window guards shall be installed only in sound (non-rotting) mountings or tracks.

Additional Specifications for Window Guards for Other than Double-Hung Windows

Window guards intended for casements, sliders and other types or combinations of windows in which the height of the openings is not subject to limitation, shall be of such size as to fill the entire aperture, and shall reject passage of a solid four-inch sphere at every space or interval.

Except as otherwise provided in (c) below, sliding windows and vertical pivoting windows may be equipped with stopping devices in place of window guards as follows:

For sliding windows, solid metal blocks, measuring at least one-half the depth of the window track and one-half the width, shall be securely fastened into the bottom and upper window tracks to prevent the window from opening four inches or more.

For vertical pivoting windows, metal-stopping devices shall be securely fastened to the upper and lower window frames so as to prevent the window from pivoting open four inches or more. The height of the stopping devices shall extend no less than one inch or more than two inches beyond the window frame as needed to stop the window. The protruding edge of the stopping device shall be smooth and rounded.

Prohibited Acts

No person shall obstruct or interfere with the installation of child-protection window guards required under this subchapter, nor shall any person remove or otherwise render ineffective such window guards; provided, however, that the owner or the representative of the owner may remove window guards from an unoccupied unit or, with the consent of the tenant, from a unit in which no child 10 years of age or under resides, and provided, further, that the owner or the representative of the owner shall remove window guards when requested to do so by the tenant in writing.

MOCT25201929

Carteret Housing Authority - Housing Choice Voucher
HAP Contract and Lease Amendment

Master Section 8 Account Number NJ047	Project Number 0	Contract Number	Printed On 10/14/2020
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This Amendment is between Borough of Carteret (Owner), Dorothy M Jackson (Tenant), and the Carteret Housing Authority (Housing Authority), regarding the housing unit described as 187- A Roosevelt Ave Carteret, NJ 07008.

This Amendment changes the respective terms of the Housing Assistance Payment (HAP) Contract between Owner and the Housing Authority, and the Lease between the Tenant and the Owner, as follows:

1. The reason for the Amendment is:

☒ **RE-EXAMINATION**

Annual Review of family income, expenses, assets and composition.

☐ **INTERIM RE-EXAMINATION**

Interim change in family income, expenses, assets and composition.

☐ **RENT ADJUSTMENT**

The Housing Authority approved changes in contract rent.

2. The change results in an adjustment in the following payments:

	From	To
HAP Payment	1058	1052
Tenant Rent	392	398
Total Contract Rent	1450	1450
Utility Reimbursement	0	0

3. The Effective Date of this Amendment and the change is 11/1/2020

4. The Tenant's next re-certification date is 11/1/2021

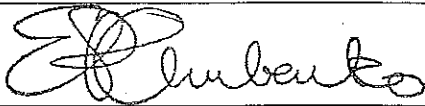
5. This Amendment is prepared in accordance with the terms and conditions of both the HAP Contract between the Owner and the Housing Authority, and the current Lease between the Tenant and the Owner, and this Amendment is made a part of the HAP Contract and the current Lease. All other covenants, terms, and conditions in the HAP Contract and the current Lease shall remain the same.

Family 

Date 10-22-20

Landlord 

Date 10/14/20

Housing Authority Rep. 

Date 10/11/2020

If you disagree with this rent adjustment, you may request an informal hearing. Requests must be submitted in writing within (10) business days from the date of the notice or the right to a Hearing is waived.

Carteret Redevelopment Agency Rental Receipts 8/1/20 to 3/1/21

	1383 Roosevelt Ave	B'Lovely	
\$500.00/month	Total	Payments	Payment Info
Aug-20	\$ 500.00	\$ 500.00	9433
Sep-20	\$ 500.00	\$ 500.00	9461
Oct-20	\$ 500.00	\$ 500.00	9485
Nov-20	\$ 500.00	\$ 500.00	9519
Dec-20	\$ 500.00	\$ 500.00	9532
Jan-21	\$ 500.00	\$ 500.00	9560
Feb-21	\$ 500.00	\$ 500.00	9587
Mar-21	\$ 500.00	\$ 500.00	9604
	45 Washington Ave	Goldfarb	
\$1750.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,750.00	\$ -	
Sep-20	\$ 1,750.00	\$ -	
Oct-20	\$ 1,750.00	\$ -	
Nov-20	\$ 1,750.00	\$ -	
Dec-20	\$ 1,750.00	\$ -	
Jan-21	\$ 1,750.00	\$ 1,760.00	4546
Feb-21	\$ 1,750.00	\$ 1,760.00	4545
Mar-21	\$ 1,750.00	\$ 1,760.00	4544
	45 Washington Ave	Jones Martial Arts	
\$1120.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,090.00	\$ 1,090.00	1026
Sep-20	\$ 1,090.00	\$ 1,090.00	1035
Oct-20	\$ 1,090.00	\$ 1,090.00	1041
Nov-20	\$ 1,090.00	\$ 1,090.00	1045
Dec-20	\$ 1,090.00	\$ 1,090.00	1049
Jan-21	\$ 1,120.00	\$ 1,120.00	98
Feb-21	\$ 1,120.00	\$ 1,120.00	10001
Mar-21	\$ 1,120.00	\$ 1,120.00	10003

	47 Washington Ave	Supreme Cleaners	
\$1200.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,200.00	\$ 1,200.00	2392
Sep-20	\$ 1,200.00	\$ 1,200.00	2412
Oct-20	\$ 1,200.00	\$ 1,200.00	2429
Nov-20	\$ 1,200.00	\$ 1,200.00	2442
Dec-20	\$ 1,200.00	\$ 1,200.00	2461
Jan-21	\$ 1,200.00	\$ 1,200.00	2475
Feb-21	\$ 1,200.00	\$ 1,200.00	2491
Mar-21	\$ 1,200.00	\$ 1,200.00	2504
	47 Washington Ave	Carteret Lofts Urban Renewal	
\$1750.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,750.00	\$ 1,750.00	101
Sep-20	\$ 1,750.00	\$ 1,750.00	101
Oct-20	\$ 1,750.00	\$ 1,750.00	101
Nov-20	\$ 1,750.00	\$ 1,750.00	101
Dec-20	\$ 1,750.00	\$ 1,750.00	101
Jan-21	\$ 1,750.00	\$ 1,750.00	101
Feb-21	\$ 1,750.00	\$ 1,750.00	101
Mar-21	\$ 1,750.00	\$ 1,750.00	101
	26 Locust St, 1st Fl	J. DeDomenico	
\$1,250.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,250.00	\$ 1,250.00	1475611362
Sep-20	\$ 1,250.00	\$ 1,250.00	1475611362
Oct-20	\$ 1,250.00	\$ 1,250.00	1475611362
Nov-20	\$ 1,250.00	\$ 1,250.00	1475611362
Dec-20	\$ 1,250.00	\$ 225.00	10813978146
Jan-21	\$ 1,250.00	\$ -	
Feb-21	\$ 1,250.00	\$ -	
Mar-21	\$ 1,250.00	\$ -	
	26 Locust St, 2nd Fl	C. DeDomenico	
\$1,200.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,200.00	\$ -	
Sep-20	\$ 1,200.00	\$ -	
Oct-20	\$ 1,200.00	\$ -	
Nov-20	\$ 1,200.00	\$ -	
Dec-20	\$ 1,200.00	\$ -	
Jan-21	\$ 1,200.00	\$ -	
Feb-21	\$ 1,200.00	\$ -	
Mar-21	\$ 1,200.00	\$ -	

	237 Pershing Ave	D. Białowarczuk	
\$1600.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,600.00	\$ 1,600.00	844
Sep-20	\$ 1,600.00	\$ 1,600.00	848
Oct-20	\$ 1,600.00	\$ 1,600.00	877
Nov-20	\$ 1,600.00	\$ 1,600.00	879
Dec-20	\$ 1,600.00	\$ 1,600.00	891
Jan-21	\$ 1,600.00	\$ 1,600.00	894
Feb-21	\$ 1,600.00	\$ 1,600.00	895
Mar-21	\$ 1,600.00	\$ 1,600.00	896
	130 Washington Ave	Investors Bank	
\$10083.33/month	Total	Payments	Payment Info
Aug-20	\$ 10,083.33	\$ 10,083.33	1089004
Sep-20	\$ 10,083.33	\$ 10,083.33	1089800
Oct-20	\$ 10,083.33	\$ 10,083.33	1090521
Nov-20	\$ 10,083.33	\$ 10,083.33	1091285
Dec-20	\$ 10,083.33	\$ 10,083.33	1091892
Jan-21	\$ 10,083.33	\$ 10,083.33	1092794
Feb-21	\$ 10,083.33	\$ 10,083.33	1093579
Mar-21	\$ 10,083.33	\$ 10,083.33	1094423
	204 Pershing Ave	L. Yang	
\$1250.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,250.00	\$ 1,250.00	177
Sep-20	\$ 1,250.00	\$ 1,250.00	177
Oct-20	\$ 1,250.00	\$ 1,250.00	177
Nov-20	\$ 1,250.00	\$ 1,250.00	177
Dec-20	\$ 1,250.00	\$ 1,250.00	177
Jan-21	\$ 1,250.00	\$ 1,250.00	177
Feb-21	\$ 1,250.00	\$ 233.00	177
Mar-21	\$ 1,250.00	\$ -	
	135 Washington Ave	Salon	
\$1400.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,400.00	\$ -	
Sep-20	\$ 1,400.00	\$ 1,400.00	1600001296
Oct-20	\$ 1,400.00	\$ -	
Nov-20	\$ 1,400.00	\$ -	
Dec-20	\$ 1,400.00	\$ -	
Jan-21	\$ 1,400.00	\$ -	
Feb-21	\$ 1,400.00	\$ -	
Mar-21	\$ 1,400.00	\$ -	

	12 Locust St	J&M Railings	
\$550.00/month	Total	Payments	Payment Info
Aug-20	\$ 550.00	\$ 550.00	1565
Sep-20	\$ 550.00	\$ 550.00	1567
Oct-20	\$ 550.00	\$ 550.00	1569
Nov-20	\$ 550.00	\$ 550.00	1570
Dec-20	\$ 550.00	\$ 550.00	26970347913
Jan-21	\$ 550.00	\$ 550.00	27109813206
Feb-21	\$ 550.00	\$ 550.00	27109838553
Mar-21	\$ 550.00	\$ 550.00	27109848903
	12 Locust St	SM Metro	
\$725.00/month	Total	Payments	Payment Info
Aug-20	\$ 725.00	\$ -	
Sep-20	\$ 725.00	\$ -	
Oct-20	\$ 725.00	\$ -	
Nov-20	\$ 725.00	\$ -	
Dec-20	\$ 725.00	\$ 625.00	5678
Jan-21	\$ 725.00	\$ 625.00	5680
Feb-21	\$ 725.00	\$ 625.00	5696
Mar-21	\$ 725.00	\$ 625.00	5703
	12 Locust St	Port Security	
\$390.00/month	Total	Payments	Payment Info
Aug-20	\$ 390.00	\$ 390.00	16589
Sep-20	\$ 390.00	\$ 390.00	16786
Oct-20	\$ 390.00	\$ 390.00	16874
Nov-20	\$ 390.00	\$ 390.00	16948
Dec-20	\$ 390.00	\$ 390.00	16991
Jan-21	\$ 390.00	\$ -	
Feb-21	\$ 390.00	\$ 390.00	17092
Mar-21	\$ 390.00	\$ 390.00	17162
	12 Locust St	Joseph Sos Broker	
\$250.00/month	Total	Payments	Payment Info
Aug-20	\$ 250.00	\$ 250.00	2765
Sep-20	\$ 250.00	\$ 250.00	2771
Oct-20	\$ 250.00	\$ 250.00	2780
Nov-20	\$ 250.00	\$ -	
Dec-20	\$ 250.00	\$ 250.00	2787
Jan-21	\$ 250.00	\$ 250.00	2794
Feb-21	\$ 250.00	\$ -	
Mar-21	\$ 250.00	\$ 250.00	2834

	187 Roosevelt Ave	D. Jackson	
\$1450.00/month	Total	Payments	Payment Info
Aug-20	\$ 1,450.00	\$ 1,450.00	1013047/\$392 DD/\$1058
Sep-20	\$ 1,450.00	\$ 1,450.00	26378295816/\$392 DD/\$1058
Oct-20	\$ 1,450.00	\$ 1,450.00	26970323512/\$392 DD/\$1058
Nov-20	\$ 1,450.00	\$ 1,450.00	26970320891/\$398 DD/\$1052
Dec-20	\$ 1,450.00	\$ 1,444.00	27109804252/\$392 DD/\$1052
Jan-21	\$ 1,450.00	\$ 1,444.00	27019819618/\$392 DD/\$1052
Feb-21	\$ 1,450.00	\$ 1,444.00	27109836472/\$392 DD/\$1052
Mar-21	\$ 1,450.00	\$ 1,444.00	27109855552/\$392 DD/\$1052