

Agreement of Lease

FOR AND IN CONSIDERATION of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. **GENERAL:** The name and address of the landlord and tenant, the description of the leased premises, the term of the lease with any options, the percentage for additional rent, and the fixed rental and monthly rental payment are as follows:
 - (a) **NAME AND ADDRESS OF LANDLORD:**
Municipal Square Associates LP
80 Main Street, Suite 570
West Orange, NJ 07052
 - (b) **NAME AND ADDRESS OF TENANT:**
TOWNSHIP OF WEST ORANGE PUBLIC LIBRARY
46 Mount Pleasant Avenue
West Orange, NJ. 07052
 - (c) **DESCRIPTION OF PREMISES:**
Suite 230, 80 Main Street, West Orange, NJ which consists of 563 square feet of deemed rentable square feet on the 2nd floor as shown on the attached Exhibit A.
 - (d) **TERM OF LEASE:**
Lease to commence on February 10, 2023, and terminate on May 31, 2023, . TIME IS OF THE ESSENCE.
 - (e) **RENEWAL OPTIONS:**
Tenant can request Month to Month extensions provided that the Tenant shall make such requests at 30 days prior to the expiration of the then current lease term
 - (f) **SECURITY DEPOSIT: N/A**
 - (g) **PERCENTAGE FOR ADDITIONAL RENT AND BASE YEAR:**
0.60%
Base year: 2023
 - (h) **FIXED RENTAL:**
For Rent: \$1,400.00 per month. February 2023 rent shall be prorated.
For Tenant Electric: Included
Tenant shall pay Two Months Rent at the execution of the Lease and pay One month's rent every month as noted in the Lease.
At the expiration of the Lease or any extensions, Landlord shall return One month's rent to Tenant provided that the space is returned in the condition it was at the commencement of the Lease.
 - (i) **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent, other than Sheldon Gross Realty, Inc., in connection with this Lease or its negotiation.
2. **DESCRIPTION:** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the space (hereinafter called the Premises) as set forth in Paragraph 1 (c) above "as is"; Landlord shall not be obligated to make any improvements to the Premises.
3. **TERM:** The term of this Lease shall commence and terminate as set forth in Paragraph 1(d) above, unless sooner terminated as this Lease may hereinafter provide.
4. **FIXED RENT:** As fixed rent the Tenant shall pay to the Landlord or to such other person at the address set forth in Paragraph 1 (a) above, or at such other place as the Landlord may from time to time designate, without previous demand therefore and without counterclaim, deduction or set-off, the annual sum as set forth in Paragraph 1 (h) above, which sum shall be payable in equal monthly installments in advance on the first day of each month. The Tenant shall also pay the additional rent hereinafter provided for.
5. **ADDITIONAL RENT:** (A) The Tenant agrees to pay as additional rent hereunder any increase in real estate taxes, and/or other governmental assessments, special improvement or other charges (collectively, "real estate taxes etc."), assessed against the Premises for each calendar year which commences or ends during the term of this Lease over and above the amount of real estate taxes, etc. assessed against the Premises for the base year identified in Paragraph 1(g) above. The said increase in real estate taxes, etc. for any calendar year shall be determined as follows: (a) the difference between the amount of the real estate taxes, etc. assessed against the entire property of which the building (hereinafter called the Building) in which the Premises are located is a part for the said calendar year, and the amount of the said real estate taxes, etc. for the base year, shall be ascertained, and (b) the amount of said difference shall then be multiplied by the percentage set forth in Paragraph 1(g) above, representing the portion that the total number of square feet of floor space in the premises is of the total number of rentable floor space in the entire Building; and (c) the result is the increase in real estate taxes etc. assessed against the Premises.

(B) The Tenant shall also pay as additional rent a proportionate share of any increase in operating expenses of the Building for each fiscal year of the Landlord which commences or ends during the term of this Lease over and above such operating expenses for the base year identified in Paragraph 1(g) above. The Tenant's proportionate share of the said increase in operating expenses of the Building for any fiscal year of the Landlord shall be determined as follows: (a) the difference between the amount of said operating expenses of the Building for the said fiscal year, and the amount of said operating expenses for the base year shall be ascertained; and (b) the amount of said difference shall then be multiplied by the said percentage set forth in Paragraph 1(g) above; and (c) the result is the Tenant's proportionate share of the increase in operating expenses of the Building. "Operating expenses" shall mean all costs incurred in managing, leasing, operating, maintaining and repairing the entire Building, and the land of which the Building is a part, including, but not limited to, a management fee, the cost of labor, supplies, fuel, utilities, insurance and service contracts. "Cost of labor" shall mean wages and service contract costs paid by Landlord including wages of elevator operators, starters, porters, handymen, cleaners, matrons, security guards, engineers, and superintendents.

(C) Estimated payments by the Tenant hereunder shall be made monthly based on the prior year's Additional Rent amount. A reconciliation statement will be prepared by the Landlord by April 30 each year. Payment in full for any amounts due will be due no later than ten (10) days after notice by Landlord of the amount of the additional rent hereunder. In the event that the Tenant's right of occupancy of the Premises during any calendar or fiscal year as to which such additional rent may be payable shall be less than the full calendar or fiscal year, the amount payable by the Tenant during such year shall be pro-rated accordingly.

6. **USE AND OCCUPANCY:** The Premises and/or any part thereof shall not be used or permitted to be used for anything other than . **library and computer labs accessible for the public between the hours of 10:00a.m. and 6:00 p.m. Monday Through Friday.** Tenant agrees that the Premises are ready for Tenant's occupancy at this time.

7. **ASSIGNING AND SUBLETTING:** (A) The Premises shall not be sublet by Tenant, in whole or in part, nor shall permission be given for the use of any part of the Premises by any person or entity other than the Tenant, nor shall this Lease be mortgaged, or otherwise encumbered by the Tenant without Landlord's written consent, which shall not be unreasonably withheld. Any subletting shall be limited to a professional firm similar to and compatible with the other Tenants in the Building and considering parking requirements. Any sublet approved the Landlord shall not result in the release of Tenant under this lease and Tenant shall remain the primary obligor. (B) Tenant shall not assign this lease, in whole or in part.

LANDLORD'S RIGHT TO COLLECT RENT FROM ANY OCCUPANT: (B) If this Lease is sublet by Tenant, or if the Premises are otherwise occupied by anybody other than Tenant, Landlord may collect rent from the under-tenant or occupant, and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such under-tenant or occupant as tenant, or a release of Tenant from further performance of the covenants herein contained.

8. **WASTE:** Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures therein.
9. **CONFORM TO LAW:** Tenant shall, at its own expense, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the Federal, State and Municipal governments, or any of their departments, and regulations of the Board of Fire Underwriters, and Landlord's insurers, now or hereafter applicable to the Premises. The Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein.
10. **RULES AND REGULATIONS:** Tenant shall observe and comply with the rules and regulations hereinafter set forth, which are made part hereof, or any changes thereof, and with such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building and the comfort, quiet and convenience of other occupants of the Building.
11. **ALTERATIONS:** The Tenant shall make no alterations, changes, additions, or improvements in, or to the Premises, without the written consent of the Landlord. All alterations, additions, or improvements which may be made by either party upon the Premises shall become the property of the Landlord and shall remain and be surrendered with the premises as a part thereof, at the expiration or earlier termination of the Lease, except that such alterations, additions or improvements which shall have been made by the Tenant and which the Landlord shall designate, shall be removed by the Tenant at its own expense at the expiration or earlier termination of this Lease.
12. **SURRENDER:** At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the premises, broom clean and in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of Tenant remaining on the Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal.
13. **ENTRY:** Landlord shall have the right at any time to enter the Premises to examine the same, to maintain the same, or to make such repairs, additions, alterations or improvements to the Premises or Building as it may deem necessary, and Tenant shall have no claim or cause of action against Landlord by reason thereof.
14. **DAMAGE BY FIRE OR OTHER CASUALTY:** In the event the Premises shall be damaged by fire, or other casualty, the Tenant shall give immediate notice thereof to the Landlord, and after such notice, an equitable reduction of rent shall be allowed the Tenant for the time such part or parts of Premises shall remain untenable or incapable of use and occupancy, and this Lease shall continue in full force and effect, and the Landlord shall at its own expense, with reasonable promptness, subject to delays beyond Landlord's control and delays in making of insurance adjustments by Landlord, repair the premises. If the damage results from the act or omission of Tenant, or Tenant's agents, employees or invitees, Tenant shall, at its own expense, with reasonable promptness, repair the Premises, and Tenant shall not be entitled to any abatement or reduction of rent. Landlord need not restore fixtures and improvements owned by Tenant. In the event the Premises or the Building shall before or after the commencement of the term, be so damaged that the Landlord shall decide not

to repair the same, or if the Landlord shall decide to demolish or rebuild the same, for any reason whatsoever, upon notice to Tenant, the term of this Lease shall cease and terminate, and the accrued rent, if any, shall be paid up to the time of the damage or such termination. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the Landlord.

15. **NOTICE:** The Tenant shall give immediate notice to the Landlord in case of fire or accident occurring on the Premises and of any defect or condition of disrepair in the Premises, or in any fixtures or equipment forming a part thereof.
16. **CONDEMNATION:** If the Premises or any part thereof or any estate therein, or any other part of the Building be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking and the rent and additional rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.
17. **NO LIABILITY:** Tenant agrees to take such steps as it may deem necessary and adequate for the protection of itself, and its agents, employees, and invitees, and the property of the foregoing, against injury, damage or loss, by insurance, as a self-insurer, or otherwise. The Landlord, its agents and employees shall not be liable for any damage to property of the Tenant entrusted to employees of the Building or to any property, goods, or things contained in the Premises or stored in the basement, or other part of the Building, or to the business or operations of the Tenant, or any interruption thereof, resulting from any defect, latent or apparent, or change of conditions in the Premises or Building, or land on which it is located, any theft, burglary, explosion, wind or accident, fire, falling plaster, steam, gas, electricity, water, rain or snow, leakage from any part of the Building or from pipes appliances, or plumbing works in the Building or from the street or sub-surface thereof, or from any other source, or from dampness, or from damage occasioned by workmen engaged in making repairs or alterations in or upon the Building or land on which it is located, or from damage by other tenants or persons in the Building, or for interference with the light or other incorporeal hereditaments, or caused by operations in the construction of any public or quasi-public work, or for any other cause whatsoever.
18. **CONDITIONS OF LANDLORDS LIABILITY:** Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions given rise thereto, and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions.
19. **WAIVER OF SUBROGATION:** Tenant shall obtain, for each policy of insurance secured by it, provisions waiving any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all such claims against the Landlord. Nothing herein contained shall be construed to vary the force and effect of Paragraph 17 hereof.
20. **LIABILITY OF TENANT:** The Tenant shall indemnify and save harmless the Landlord from, and shall reimburse the Landlord for all expenses, damages, fines and reasonable legal fees and costs incurred or suffered by the Landlord by reason of any breach, violation, or non performance by the Tenant, or the Tenant's agents, employees, or invitees, of any covenant or provision of this Lease, or by reason of damage or injury to persons or property caused wholly or in part by any act or omission of the Tenant, or the Tenant's employees, agents, or invitees, or arising from or out of any occurrence in, upon or at or from the Premises or the occupancy or use by the Tenant of the Premises or the Building or any part thereof or from any cause wholly or in part due to the carelessness, negligence or improper conduct of the Tenant or the Tenants agents, employees or invitees.
21. **BUILDING SERVICES:** Landlord shall furnish the following services:
 - a. **ELEVATOR:** Passenger elevator service 24 hours per day 7 days per week, subject to repairs and replacement;
 - b. **HEAT AND AIR CONDITONING:** Heat to warm the halls and Premises and air conditioning to cool the halls and Premises, when necessary, during the hours of 8:00 a.m. to 6:00 p.m. on weekdays;
 - c. **JANITORIAL:** Janitorial and cleaning services customarily furnished in commercial office buildings in the area;
 - d. **ELECTRICITY:** Electricity for lighting provided by Landlord, and for a reasonable number of light office machines, which shall not exceed five light office machines for each 1,000 square feet of floor space of the Premises, and Tenant agrees to pay all other electrical charges applicable to the Premises, as reasonably determined by the Landlord, based on then existing electrical rates.
 - e. **SUPPLEMENTAL HEAT OR AIR CONDITIONING:** Tenant agrees that it will not install in the Premises any supplemental heat or air-conditioning or air-cooling unit system, or any equipment, appliance or machine of any kind, type or nature whatsoever, except light office machines, without Landlord's prior written consent thereto.

The Landlord shall not be required to furnish services hereunder to the Tenant on Saturdays and Sundays and on Federal or State holidays, including, but not limited to, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Thanksgiving Day and Christmas Day, and other days which may be designated holidays in labor contracts with trades furnishing said services.

In the event that the Tenant occupies the Premises on Saturdays or Sundays, or on the foregoing holidays, or before the hour of 8:00 a.m. on weekdays, or after the hour of 6:00 p.m. on weekdays which occupancy shall require services not herein required to be furnished by the Landlord, the Tenant agrees that it will pay to the Landlord upon demand a reasonable sum to be fixed by the Landlord for the providing of such service. The Landlord may require the Tenant to notify the Landlord a reasonable time in advance of such intended occupancy. Before and after hour heating and air conditioning for all areas shall be provided by Landlord at request of Tenant at the rate of \$50 per hour.

Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any cause beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive eviction.

22. **TUBES AND BULBS** – The Landlord agrees to install the initial tubes or bulbs required for the lighting installation in the Premises at its own cost and expense. All replacements of such tubes and bulbs, and any and all subsequent tubes or bulbs which Tenant may require, will be furnished by the Landlord but at the cost and expense of the Tenant, and Tenant agrees to pay therefore the actual retail cost thereof to the Landlord, after the initial year of the original Lease term.

23. **HOLDOVER** – Upon the expiration of the term of this Lease, the Landlord may elect, at its option, to treat this holding over as a tenancy from month to month under the same terms, covenants and conditions as here in set forth, unless either party at least 12 months prior to the expiration of the term shall give notice to the other party that the said party does not intend to renew this Lease, except for fixed rent which shall be at a rate of 200% of the final year's monthly rental.
24. **MECHANIC'S LIEN** – Tenant shall within ten (10) days after notice from Landlord discharge any mechanic's lien for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.
25. **LANDLORD'S RIGHT TO CURE TENANT'S BREACH** – If Tenant breaches any covenant or condition of this Lease, Landlord may cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorneys' fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand.
26. **DEFAULT** – If Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof or if the Premises shall be deserted or vacated, or if the Tenant shall not take possession of the Premises within thirty days after the Premises are ready for occupancy, or if the Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement or reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Premises shall be attached or levied upon, then Landlord may terminate this Lease on not less than three (3) days' notice to Tenant, and on the date specified in said notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
- In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, at Landlord's option, and receive the rent therefore, applying the same first to the payment of such expenses as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenants as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay to Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Premises as aforesaid, Landlord may grant concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. The Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder. Tenant hereby waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by any law now or hereafter in force.
- Landlord's remedies hereunder are in addition to any remedy allowed by law.
27. **SECURITY DEPOSIT** – N/A
28. **SUBORDINATION** – This Lease shall be subject and subordinate to all underlying leases and/or mortgages or deeds of trust, trust debentures, and/or bond issues, all in any amount or amounts whatsoever which may now or hereafter affect such leases or the real property of which the Premises form a part and also to all renewals, modifications, consolidations and replacements of said underlying leases and said mortgages. Although no instrument or act on the part of Tenant shall be necessary to effect such subordination, Tenant will nevertheless execute and deliver such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages or by any of the lessors under such underlying leases. Tenant hereby appoints Landlord as its attorney in fact, irrevocably, to execute and deliver any such instrument for Tenant. If any underlying lease to which this Lease is subject terminates, Tenant shall on timely request attorn to the owner of the revision.
29. **LANDLORD'S RIGHT TO SHOW PREMISES** – Landlord, or its agents, may show the Premises at any time to prospective tenants, purchasers, or other parties with legitimate interest, at any time during the term of this lease.
30. **NO REPRESENTATIONS** – Neither party has made any representations or promises, except as contained herein.
31. **QUIET ENJOYMENT** – Landlord covenants that if and so long as Tenant pays the rent and additional rent and performs the covenants hereof, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease, and to any mortgage, underlying lease, or other agreements to which this Lease is subordinated
32. **TENANT'S ESTOPPEL** – Tenant shall, from time to time, upon not less than ten (10) days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that same is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in any underlying lease or in the Building or the entire property of which the Building is a part.
33. **WAIVER OF JURY TRIAL** – To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

34. **NOTICE** – Any notice hereunder shall be sufficient if in writing and if sent by certified mail, return receipt requested, addressed, if given by the Landlord, to the Tenant at the Premises, or if given by the Tenant, to the Landlord at the address set forth in Paragraph 1 (a) above, or at such other place as the Landlord may notify Tenant in writing from time to time.
35. **FORCE MAJEURE** – Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
36. **RECORDING** – The Tenant shall not record this Lease or a memorandum thereof.
37. **NO WAIVER OR CHANGES** – The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.
38. **MARGINAL NOTATIONS** – The marginal notations in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.
39. **HEIRS ASSIGNS** – The provisions of this Lease shall apply to, bind and insure to the benefit of Landlord and Tenant, and their respective successors, legal representative and assigns, it being understood that the term "Landlord" as used in this Lease means only the owner, or the mortgagee in possession, or the lessee for the time being of the Building, so that in the event of any sale or sales of the Building or of any lease thereof or if the mortgagee shall take possession of the Building, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter.
40. **RELOCATION** – Landlord reserves the right to re-locate the Tenant during the term of the Lease within 80 Main St. as Landlord shall deem proper, provided Landlord does so at its sole cost and expense. In such event, the Landlord agrees to provide the Tenant with comparable space.
41. **ACCESS** – Landlord shall at all times have access to demised premises for installation and/or maintenance of utilities, cleaning and other items which may be necessary and/or for the convenience of the Landlord.
42. **MORTGAGEE** – The form and substance of this Lease shall be subject to the satisfaction of the Landlord's mortgagee, and the approval of mortgagee's legal department. The Tenant agrees to sign a recordable assignment of this Lease to said mortgagee. The Tenant agrees, upon request, to furnish said mortgagee with written evidence providing that:
1. The Lease is in full force and effect.
 2. The possession of premises is accepted by Tenant.
 3. Confirming the commencement of the Lease term.
 4. Confirming that Tenant is in occupancy and paying rent on a current basis, with no rental offsets of claims.
- Any such lease assignment shall be in a form approved by Landlord's mortgagee. Landlord will attempt to secure approval within 30 days of lease signing.
43. **PARKING** – It is understood the Tenant is entitled to one parking space for every 275 square feet of lease space. Tenant's visitors and employees shall have the right to park subject to availability at any given time.
44. **LATE CHARGE** – Any rent not paid by the 10th of the month shall be subject to 2% late charge effective the 1st of the month. The 2% late charge shall apply to each month.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the ____ day of _____ 20__.

Landlord: Municipal Square Associates, L.P.

Tenant: Township of West Orange Public Library

By: Drill Management Co., General Partner
By: Lawrence K. Drill, Agent

By: _____

**RULES AND REGULATIONS ATTACHED
TO AND MADE A PART OF THE FOREGOING LEASE**

ONE. – The sidewalks, entrances, passages, courts, elevators, vestibules, stairways corridors and public parts of the Building shall not be obstructed or encumbered by Tenants or used by Tenant for any purpose other than ingress and egress to and from the Premises.

TWO. – No awnings, air conditioning units or other projections shall be attached to the outside walls or windowsills of the Building or otherwise project from the Building, without the prior written consent of the Landlord.

THREE. – The Tenants shall not erect, make or maintain on or attach or affix to any part of the Premises of the Building including the windows and doors of said Building, any sign, picture or other representation or advertisement or notice of any kind, without the express written consent of the Landlord obtained in advance. Tenant shall have the right to apply on the main entrance door to the Premises lettering of approved type, size and style, as well as company logo where applicable. Landlord shall place one name on directory in the lobby of the Building for Tenant. Tenant shall not have the right to have additional names placed on the directory without Landlord's prior written consent. Additional name strips shall be billed at cost plus 15%.

FOUR. – The Tenant shall not install window covering such as venetian blinds, drapes or the like, without the approval of Landlord. The windows in the Premises shall not be covered or obstructed by Tenant, nor shall articles be placed on the windowsills or in the halls or in any other part of the Building, nor shall any article be thrown out of the doors or windows of the Premises.

FIVE. – Tenant shall not lay linoleum or other similar floor covering so that the same shall come in direct contact with the floor of the Premises, and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first fixed to the floor by a paste or other material that may easily be removed with water, the use of cement or other similar adhesive material being expressly prohibited.

SIX. – Tenant shall not make, or permit to be made, any unseemly or disturbing noises nor interfere with other tenants or those having business with them.

SEVEN. – No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, and Tenant shall, upon the termination of this tenancy, deliver to Landlord all keys to any space within the Building, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

EIGHT. – The carrying in or out of freight, furniture or bulky matter of any description must take place during such hours as Landlord may from time to time reasonably determine. The installation and moving of such freight, furniture or bulky matter shall be made upon previous notice to the Landlord, and the persons employed by Tenant for such work must be reasonably acceptable to Landlord.

NINE. – Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment so as to distribute properly the weight thereof and to prevent any unsafe condition from arising. Business machines and other equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent unreasonable vibration, noise and annoyance.

TEN. – Tenant shall not clean or permit the cleaning of any window in the Premises from the outside.

ELEVEN. – Tenant shall not keep in the Building any explosives, cleaning fluid or any inflammable material. Tenant shall not bring or place any bed or bedding in the Premises and shall not use the Premises as a lodging place. Tenant shall not keep any animal, reptile or bird on or about the Premises.

TWELVE. – No article shall be fastened to or holes drilled or nails or screws driven into the walls or partitions, nor shall the walls or partitions be painted, papered or otherwise covered, or in any way marked or broken, without the written consent of the Landlord, and no work shall be done upon the Premises by any persons except those employed by the Landlord.

THIRTEEN. – No Vending Machines.

FOURTEEN. – This is a non-smoking Building.

FIFTEEN. – Landlord shall not be responsible to Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenants.