

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "Amendment"), is made and effective as of the 1st day of August, 2024 (the "Amendment Effective Date"), by and between VILLITA ARTES LLC and HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC. ("Lessor"), having an office at 15 South Essex Avenue, Orange, New Jersey 07050, and the TOWNSHIP OF WEST ORANGE ("Township"), having an office at 66 Main Street, West Orange, New Jersey 07052 ("Parties").

BACKGROUND :

- A. Lessor and Township entered into that certain Lease Agreement dated as of August 1, 2009, as amended by the First Amendment to Lease Agreement, dated the 12th of May, 2015, (as amended by this Amendment, the "Township"), for the lease of approximately 1,300 rentable square feet of space (the "Premises") located in the building located at 555 Valley Street, West "Orange, New Jersey (the "Building"), all as more particularly described in the Lease.
- B. The Parties recognize that the First Amendment to the Lease Agreement expired July 31, 2024 and no payments have been made since that date despite the Township's continued use and occupancy of the Premises.
- C. Lessor and Township desire to enter into this Amendment to provide for (i) a modification of the rent payable by Township under the lease, and (i) certain other modifications as more particularly described herein.
- D. The defined terms used in this amendment, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease, unless otherwise specifically defined herein.

NOW, THEREFORE, Lessor and Township, for and in consideration of the mutual covenants, agreements and undertakings herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby amend the Lease and agree as follows:

- 1. Lease Term, Section 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof: "Township shall lease the Premises beginning August 1, 2024 for an initial term of six (6) months, expiring on January 31, 2025.
- 2. Renewal, Section 4 of the Lease is hereby deleted.

3. Effective February 1, 2025, the Lease shall be month-to-month with either party having the right to terminate the Lease on thirty (30) days written notice to the other party effective on the first day of the month after the 30-day notice.
4. This Lease is subject to and contingent upon : (i) approval of the Township Council of the Township of West Orange; and (ii) payment of \$12,000 representing the monthly rent obligation from August 1, 2024 through January 31, 2025 which must be delivered to the Lessor by January 31, 2025 TIME BEING OF THE ESSENCE.
5. Rent, Section 3(a) of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

Township agrees to pay Lessor, without diminution, deduction or set-off whatsoever and without prior notice or demand, as fixed monthly minimum rent for the Premises ("Rent"), the following amounts:

On the first day of each month, commencing August 1, 2024, the sum of Two Thousand Dollars (\$2,000) inclusive of all real estate taxes, common area maintenance charges and any other leasehold obligations.

The Township shall not be responsible for any Additional Rent including but not limited to, its proportionate share of Common Area Maintenance charges, water, sewer, landscaping, snow removal, dumpster service, extermination, and sprinklers.

Township will be solely responsible for the cost of internet service and the alarm service which are billed directly by the provider to the Township.

6. Ratification: All terms and conditions of the Lease, as amended hereby, are hereby ratified and shall remain in full force and effect. Lessor and Township represent that (i) the individuals executing this Amendment on behalf of Lessor and Township, respectively, have full authority and power to execute and deliver the Amendment, and (i) this Amendment constitutes a valid and binding obligation on the parties hereto. The Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters contained herein, and no prior purpose. In the event of any conflict between the terms contained in this Amendment and the Lease, the terms contained herein shall control.
7. Counterparts, This Amendment may be executed in two or more counterparts. Furthermore, the parties agree that (i) this Amendment may be transmitted between them by electronic mail and (i) electronic mail signatures shall have the effect of original signatures relative to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused the Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

LESSOR:

VILLITA ARTES, LLC

By: _____

Name: _____

Title: _____

TOWNSHIP OF WEST ORANGE,

By: _____

Name: SUSAN McCARTNEY _____

Title: Mayor _____