

LEASE

THIS LEASE AGREEMENT, made this ____ day of _____, 2013, between BOROUGH OF BUENA with its principal office at 616 Central Avenue, Minotola, New Jersey 08341 (hereinafter referred to as the "Landlord"), and

(hereinafter referred to as the "Tenant")

W I T N E S S E T H :

1. DEMISED PREMISES; RESERVATION OF SPACE; TERM

1.1 In consideration of the rents, mutual covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for a term of 120 months to commence on the Commencement Date hereinafter defined, the Demised Premises described in Article 1.2, situated in that certain premises located at South Boulevard, Block 145, Lot 8.01.

1.2 Such premises have an approximate gross rentable area of 19,000 square feet of building space, plus the parking lot and site improvements. Excepted from the premises shall be approximately 2,162 square feet of office/service space for the Landlord's use as an Emergency Management Office. The aforementioned premises, all fixtures and equipment hereafter attached thereto are hereinafter referred to as the "Demised Premises."

1.3 The Term of the Lease shall commence on September 1, 2013.

1.4 The Term of this Lease shall end ("Expiration Date") unless sooner terminated pursuant hereto or by law, on August 31, 2016. However, the Lease Term may be extended for an additional two (2) year period. The terms of the Option to Renew shall remain the same with the exception of the monthly Base Rent.

1.5 If delivery of possession of the Demised Premises shall be delayed beyond the Commencement Date of this Lease for any cause whatsoever, Landlord shall not be liable to Tenant for any damages resulting from such delay and Tenant's obligation to pay rent shall be suspended and abated until possession of the Demised Premises is delivered. In the event of such a delay, it is understood and agreed that the Commencement Date shall also be postponed until delivery of possession and that the Expiration Date shall be correspondingly extended.

1.6 Promptly upon the determination by Landlord of the revised Commencement Date and the revised Expiration Date, Landlord shall send

written notice to Tenant of such revised dates and the parties shall be bound by said dates.

1.7 Tenant's initial occupancy of the Demised Premises shall be deemed an acknowledgment by Tenant that the Demised Premises are then in good and tenantable condition.

1.8 The Demised Premises include the right, in common with other tenants of the Building, to use the common entrance ways, lobby, corridors, lavatories, stairways, without additional charge or tent.

1.9 In the event Tenant intends upon exercising its option to renew the Lease for an additional two (2) year period commencing on the original expiration date and ending on August 31, 2018, the Tenant shall notify the Landlord in writing at the address herein specified of its intent to exercise said option. The Parties shall negotiate a new Basis Rent in good faith. The basis for increased rent shall include but not be limited to any cost of living increase from the date of the commencing of the Lease on September 1, 2013, as well as any other relevant market factors. In the event that the parties are unable to agree upon a Basis Rent, then the Lease shall end on the Expiration Date specified in Paragraph 1.4. In the event that the parties agree to a negotiated Basis Rent, then this Lease shall continue and all of the terms contained herein shall remain in full force and effect until August 31, 2018, unless sooner terminated pursuant to the terms of the Lease or by law.

2. *RENTS*

2.1 Tenant covenants and agrees to pay to Landlord, at its office throughout the full term of this Lease, but subject to adjustments as hereinafter provided, an annual guaranteed basic rent ("Basis Rent") in the amount of \$ payable monthly at the rate of \$ per month. Thereafter, the Basic Rent shall be in the amount as set forth in Schedule A attached hereto.

2.2 The rent installment for the first month of the terms hereof shall be paid not later than the Commencement Date. Each installment of rent shall be paid, in advance, on the first of each calendar month thereafter. The aforementioned rent includes an apportionment for the common area attributable to the Demised Premises.

(a) If the Commencement Date or the Expiration Date occurs other than on the first day of a calendar month, the Rent for any partial month within the Term shall be prorated.

(b) All payments of Rent, Additional Costs and other payments to Landlord required hereunder shall be made without demand, deduction or offset, in lawful money of the United States of America, (payable to

Borough of Buena) and shall be delivered to the Borough Clerk, or to such other party and place as may be designated by notice, in writing, from Landlord to Tenant from time to time.

(c) Any monthly installments of Basic Rent accruing hereunder which is not received by Landlord prior to the tenth (10th) day of any month, shall bear a late charge and service fee of five (5%) percent of such amount, which amount shall be payable as Additional Costs hereunder, and the failure to pay such charge shall be a Default by Tenant hereunder.

(d) All payments of Rent received shall be applied as follows:

First, to Additional Costs;

Second, to past due rent;

Third, to current rents due.

SCHEDULE A

Year #1:

Year #2:

Year #3:

Option Year #4:

Option Year #5:

REQUEST FOR PROPOSAL

INTRODUCTION: The Borough of Buena is the owner of a 7 ½ acre parcel within the Borough with improvements known as the Buena Borough Commerce Center (Commerce Center). The Commerce Center consists of approximately 19,000 square feet of building space plus site improvements. The Borough intends upon excluding therefrom approximately 2,162 square feet of office/business space for Borough business of the existing Emergency Management Services. The Borough is inviting proposals from qualified parties interested in entering into a Master Lease Agreement for the Commerce Center with the Borough as Landlord. The objective is to generate new and protecting existing jobs and businesses in the community. The Master Tenant will be responsible for the overall operation, subleasing and management of the facility.

PROPOSAL EVALUATION: All proposals shall be evaluated based upon experience, qualifications and financial benefit to the Borough. The Borough reserves the right to conduct exploratory discussions with one or more parties submitting proposals. The Proposal shall also be subject to and conditioned upon prior written approval of the United States Department of Commerce, Economic Development Administration (EDA). EDA must be satisfied that the Lease Agreement is consistent with the authorized general and special purpose of the EDA Grant bearing EDA Project No. 01-01-07499 which is on file in the Clerk's Office of the Borough of Buena.

PROPOSAL CONTENT: Proposals must contain the following:

1. Description of experience and qualifications of principals of business entity including experience in comparable enterprises.
2. Specify rent the proposer offers to pay for the initial year of the lease (the minimum rent bid shall be \$52,000.00 per year) and for each subsequent year.
3. Provide a projected anticipated gross rental income and cash flow after debt services.
4. Provide a summary of proposed efforts to obtain suitable tenants.

PROPOSAL SUBMISSION AND DEADLINE: The proposer should provide an original plus seven (7) copies, sealed and the envelope marked "Buena Commerce Center." The submissions must be delivered and received no later than 3:00 p.m. on August 2, 2013, to the Clerk's Office, Borough Hall, 616 Central Avenue, Minotola, New Jersey 08341. All bids shall be opened and announced by the Clerk on August 2, 2013, at 3:15 p.m. for an award subsequent thereto. The Borough may at its sole discretion reject any proposal failing to materially conform to the requirements outlined herein.

LEASE TERMS: A proposed Lease is attached hereto. The Borough reserves the right to negotiate the terms of the Lease excepting the minimum financial benefit. The Lease Terms shall be for a period of three (3) years, with an option to renew for an additional two (2) years.