

LANDLORD SUBORDINATION

The undersigned is the sublandlord of certain real property commonly known as 540 West Hanover Avenue, Morris Plains, New Jersey 07950 (the "Real Property"), which Real Property is the subject of a lease agreement entered into between the undersigned, as lessor ("Lessor" or "undersigned"), and the Borrower (as defined below), as lessee dated July 27, 2017 (the "Lease").

Lakeland Bank (the "Bank") is extending certain financial accommodations to Morris View Management Co, LLC (the "Borrower"). As security therefor, the Bank will require the Borrower to execute a security agreement, granting to the Bank a security interest in and to the personal property collateral described therein (the "Personal Property"). The Personal Property may, subject to the provisions of Paragraph 1 below and the Lease to the degree not inconsistent with the purposes hereof, include books and records, machinery, equipment, furniture, fixtures, inventory, and other goods, some or all of which may now or hereafter be located on or affixed to the Real Property as set forth in Paragraph 1 below.

In order to induce the Bank to extend credit to the Borrower, and in consideration of such extension of credit, the undersigned agrees as follows:

1. Except as otherwise expressly provided in the Lease, the Personal Property shall be deemed to be personal property, and shall not be considered a part of the Real Property, regardless of whether or by what means it is or may become attached or affixed to the Real Property, provided that:

- a. The Personal Property so attached or affixed can be removed or severed without material injury to the Real Property;
- b. The Personal Property so attached or affixed can be removed or severed without material injury to the Personal Property itself; and,
- c. The Personal Property so attached or affixed is not ordinarily intended to be affixed permanently to the Real Property.

2. Consistent with the purposes hereof (but not in abrogation of its rights under the Lease), the undersigned hereby subordinates to the Bank any and all liens, claims, demands or rights with respect to the Personal Property, including but not limited to the right to foreclose, levy, distraint, take possession of, execute, attach, sell or lease for unpaid charges on or against the Personal Property (including, without limitation, all books and records, machinery, equipment, furniture, fixtures and inventory and all additions, replacements and substitutions thereof and all proceeds and products thereof now or hereafter existing on the Real Property, and in possession of the undersigned, subject however to the provisions of Paragraph 1 hereof).

3. The undersigned consents to the Bank, its agents, employees and invitees entering upon the Real Property, on reasonable notice to the undersigned, for the purpose of exercising any right the Bank may have under the terms of the security agreement or otherwise, and to remove the Personal Property in accordance therewith; provided, however, that the Bank shall repair any physical damage to the Real Property caused by its removal of the Personal Property.

4. If the Borrower fails to make any payment of rent to the undersigned, or the Lease is otherwise terminated, the undersigned shall notify the Bank, and the Bank shall have the right and license, at its discretion but on notice to the undersigned as set forth herein, to occupy the Real Property for the purposes described in Paragraph 3 above, including but not limited to, to assemble, have appraised, display, operate, maintain, remove, repair, prepare for public or private sale, exhibit, and sell the Personal Property, for a period of up to ninety (90) days. The Bank shall have thirty (30) days from the time it receives notice from the undersigned to decide to exercise its right and license to occupy the Real Property for the purposed described in Paragraph 3.

5. Should the undersigned for any reason terminate or refuse to renew the Lease, or refuse the right of the Borrower to locate the Personal Property on the Real Property, the undersigned shall give to the Bank not less than sixty (60) days advance written notice of the termination or such refusal at the following address: Lakeland Bank, 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, Attention: Ronald Krauskopf, Senior Vice President.

6. Except to the extent that any law of the United States may apply, this Landlord Subordination shall be governed and interpreted according to the laws of the State of New Jersey, without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law, or any rights or remedies of the undersigned under the Lease, to the degree not inconsistent with the purposes of this Subordination.

[Signature on Following Page]

The undersigned executed this Landlord Subordination as of _____, 2020.

Landlord:

Morris County Improvement Authority

By: _____

Printed Name: _____

Title: _____