

FIRST AMENDMENT TO THE

LEASE AGREEMENT

By and Between

THE MORRIS COUNTY IMPROVEMENT AUTHORITY

And

THE COUNTY OF MORRIS

Dated as of _____, 2020

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT dated as of _____, 2020 (the "First Amendment to the Lease Agreement" or the "First Amendment") by and between the MORRIS COUNTY IMPROVEMENT AUTHORITY, a New Jersey public body corporate and politic, having an address of P.O. Box 900, Morristown, New Jersey 07963-0900 (the "Lessee" or the "Authority"), and THE COUNTY OF MORRIS, having an address of P.O. Box 900, Morristown, New Jersey 07963-0900 (the "Lessor" or "County") (the Lessor and Lessee each, a "Party" and, together, the "Parties"). Any terms used herein, and not otherwise defined or modified herein, shall have the meanings ascribed to them in the Lease Agreement between the Parties dated as of July 27, 2017 (the "Lease"), or within the Sublease (as defined in the Lease).

WITNESSETH

WHEREAS, pursuant to the Lease, the Authority as Lessee has acquired possession of the Premises, as depicted on Exhibit "A" to the Lease (of which the Leased Premises is a portion thereof), on or before the date of the said Lease, from the County, and possession of certain other assets including furniture, fixtures, equipment and inventory, from the County; and

WHEREAS, thereafter, the Lessee issued an RFP, pursuant to which the Allaire Healthcare Group (the "Sublessee") provided its response thereto; and

WHEREAS, the Authority accepted the response from the Sublessee, and pursuant to Resolution No. 17-28, dated June 28, 2017, agreed to sublease the Leased Premises and the Equipment to the Sublessee, and transfer the business (all collectively referred to in the Lease as the "Facility") in accordance with the Sublease between the Sublessee and the Authority; and

WHEREAS, in consequence, the Sublessee and the Authority entered into the Sublease, inclusive of amendments thereto; and

WHEREAS, subsequent thereto, the Sublessee engaged in undertaking certain financing through Lakeland Bank in connection with the Equipment and the Facility, a requirement of which was to amend the Lease to change the name of the Sublessee from "Allaire Healthcare Group" to "Morris View Management Company, LLC, D/B/A Morris View Health Center, a New Jersey Limited Liability Company"; and

WHEREAS, pursuant to Section 9.8 of the Lease, the Lease may be amended in writing and signed by the Parties; and

WHEREAS, on the basis of the foregoing Recitals, the Parties are desirous of entering into this First Amendment, to memorialize the foregoing.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the Lease as amended and supplemented by this First Amendment, and the undertakings of each Party to the other and such other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, mutually covenant, promise and agree as follows:

Section 1. Omnibus Amendment to Lease Changing Name of Sublessee. The Lease is hereby amended to change the name of the Sublessee from “Allaire Healthcare Group” to “Morris View Management Company, LLC, D/B/A Morris View Health Center, a New Jersey Limited Liability Company”.

Section 2. Reaffirmation of the Lease. Except as amended by this First Amendment, the Lease is hereby reaffirmed and ratified in its entirety.

Section 3. Counterparts. This First Amendment may be executed and delivered in any number of counterparts, and such counterparts taken together shall constitute one and the same instrument.

Section 4. Governing Law. This First Amendment shall be construed in accordance with, and governed by, the applicable law of the State of New Jersey, without consideration given to choice of law principles.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Lease to be executed as of the day and year first above written.

LESSOR:

THE COUNTY OF MORRIS

By: _____

Attest: _____

LESSEE:

THE MORRIS COUNTY IMPROVEMENT
AUTHORITY

By: _____

Attest: _____