

THIRD AMENDMENT TO THE

LEASE AGREEMENT

By and Between

THE MORRIS COUNTY IMPROVEMENT AUTHORITY

And

**MORRIS VIEW MANAGEMENT CO., LLC D/B/A MORRIS VIEW HEALTHCARE
CENTER**

Dated [●], 2023

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT dated as of [●], 2023 (the “**Third Amendment to the Lease Agreement**” or the “**Third 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 “**Lessor**”), and MORRIS VIEW MANAGEMENT CO., LLC, D/B/A MORRIS VIEW HEALTH CENTER, a New Jersey Limited Liability Company, having an address of 115 Dutch Lane Road, Freehold, New Jersey 07728 (the “**Lessee**”) (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 dated as of July 27, 2017 (the “**Original Lease Agreement**”) and the First Amendment (the “**First Amendment**”) to the Lease Agreement, dated December 16, 2020, and the Second Amendment, dated [●], (the “**Second Amendment**” together with the Original Lease Agreement and First Amendment, the “**Lease Agreement**”) as may be amended from time to time.

WITNESSETH

WHEREAS, pursuant to a Lease Agreement dated as of July 27, 2017 (the “**County Lease Agreement**”) by and between the County of Morris (the “**County**”) and the Lessor, Lessor has acquired possession of the Facility (as defined in the County Lease Agreement), from the County, and possession of certain other assets including furniture, fixtures, equipment and inventory, from the County; and

WHEREAS, the Lessor issued a Request for Proposals (“**RFP**”), a copy of which is attached to the Lease Agreement as Exhibit “**B**”, and is incorporated into the Lease Agreement (and this Third Amendment) by reference, pursuant to which the Lessee provided a response to the RFP (the “**Response**”); and

WHEREAS, Lessor accepted the Response from the Lessee, and pursuant to Resolution No. 17-28, dated June 28, 2017, agreed to sublease the Lease Premises and the Equipment (each as defined in the Lease Agreement) to Lessee, and transfer the business (all collectively referred to in the Lease as the “**Facility**”) in accordance with the Lease Agreement; and

WHEREAS, the Parties consequently entered into the Lease Agreement; and

WHEREAS, subsequent thereto, the Parties entered into the First Amendment which contemplated certain improvements to the Facility, including a Nurse Call Bell System, an outdoor canopy, construction of a tub and shower room, made provisions for Lessee Medicaid screening reimbursement shortfalls, the apportionment of utility costs upon the completion of certain HVAC work, deferred Rent given the ongoing COVID-19 pandemic, conveyed certain monetary receivables not addressed in the Original Lease Agreement, and addressed the issue of additional Lease Agreement optional renewals, all as set forth in the First Amendment; and

WHEREAS, pursuant to the First Amendment, the Lessee agreed to install a canopy outside the Facility (the “**Canopy**”) for fire and safety reasons, and the Lessor agreed to pay up to \$105,000 towards the costs of the Canopy; and

WHEREAS, pursuant to the First Amendment, the Lessee agreed to construct and renovate four (4) tub and shower rooms at the Facility (the “**Tub and Shower Rooms**”) using designated specifications, and the Lessor agreed to reimburse the Lessee up to \$300,000 towards the costs of the Tub and Shower Rooms; and

WHEREAS, pursuant to the Second Amendment, the Parties agreed to certain additional reimbursements for the construction of the Canopy and Tub and Shower Rooms;

WHEREAS, the Parties now desire to redefine the Lease Premises, with Lessee leasing the space more particularly described on Schedule A hereto; and

WHEREAS, pursuant to Section 23.01 of the Lease Agreement, the Lease Agreement may be amended in writing and signed by the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the Lease Agreement, as may be amended and supplemented from time to time, 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. Amendment of Schedule A to the Original Lease Agreement. Schedule A of the Original Lease Agreement is hereby amended in its entirety by replacing the floor plans attached as Schedule A to the Original Lease Agreement with the floor plans attached hereto as Schedule A.

Section 2. Reaffirmation of the Lease. Except as amended hereby, the Lease Agreement is reaffirmed and ratified in its entirety.

Section 3. Counterparts. This Third 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 Third 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 Third Amendment to be executed as of the day and year first above written.

LESSOR:

THE MORRIS COUNTY IMPROVEMENT
AUTHORITY

By: _____

Attest: _____

LESSEE:

MORRIS VIEW MANAGEMENT CO., LLC, D/B/A
MORRIS VIEW HEALTHCARE CENTER

By: _____

Attest: _____

SCHEDULE A